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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Page is given to this Part in order that it may be filed as  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than  
the Ministry of Defence)

### विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 25 अगस्त, 1986

सूचना

का. प्रा. 3084—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सागरमल कावडिया एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन हम बात के लिए दिया है कि उसे राजसमंड, भीम और नाथ-द्वारा (राजस्थान) व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेजे पास देना होगा।

[स. 5 (54)/86 न्या.]

आर एन पोडार, सक्षम प्राधिकारी

MINISTRY OF LAW & JUSTICE  
(Department of Legal Affairs)

New Delhi, the 25th August, 1986

### NOTICE

S.O. 3084.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956,

that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Sagarmal Kawadia Advocate for appointment as a Notary to practise in Rajasmand Bhim & Nathdwara (Rajasthan).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(54)/86-Judl.]

R. N. PODDAR, Competent Authority.

### कार्मिक लोक शिकायत तथा पेशा मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 1 अगस्त, 1986

का.आ.3085—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारत सरकार के गृह मंत्रालय (कार्मिक और प्रशासनिक मध्यम विभाग) की अधिसूचना सं. का. प्रा. 20593, तारीख 7 सितम्बर, 1983 के अनुसार श्री जे. जी. अग्निहोत्री अधिवक्ता की नियुक्ति को, अधिकृत करते हुए, श्री ए. सी. अग्निहोत्री, अधिवक्ता, मुम्बई को अपर विशेष स्यायाधीश मुम्बई के स्यायालय में श्री सी. सी. जाट भूतपूर्व महायुक्त लेखाकार स्टेट बैंक सोराष्ट्र, फोर्ट मुम्बई और अन्य

के विरुद्ध धारा, सी. 11/76 मुम्बई मुकदमे में राज्य उपस्थित होने और अभियोग का संभालन करने के लिए विशेष लोक-अभियोगक नियुक्त करती है।

[संख्या 223/28/85-ग. की. डी. (II)]

डी. एन. मानन, उप सचिव

# MINISTRY OF PERSONNEL, P.G. and PENSIONS

(Department of Personnel & Training)

New Delhi, the 1st August, 1986

S.O. 3085.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974) and in supersession of appointment of Shri J. C. Alimchandani, Advocate vide notification of the Government of India in the Ministry of Home Affairs (Department of Personnel and Administrative Reforms), No. S.O. 3593, dated the 7th September, 1983, the Central Government hereby appoints Shri A. B. Belgal, Advocate, Bombay, as a Special Public Prosecutor to appear and conduct prosecution on behalf of State in the Court of the Additional Special Judge, Bombay, in RC. 11/76-Bombay against Shri B. C. Shah Ex-Assistant Accountant, State Bank of Saurashtra, Fort, Bombay and others.

[No. 225/28/85-AVD.II]

T. N. MANNEN, Dy. Secy.

## विस्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 3 सितम्बर, 1986

### आदेश

का. आ. 3086.—भारत सरकार के अपर सचिव ने, जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश का. सं. 673/79/86-सी. ग. -VIII, तारीख 23-5-86, यह निदेश देने हुए जारी किया था कि श्री विधान पंद्र मण्डल उर्फ बोला, मार्फत कला चन्द्र मण्डल, जयपारा, बोहार, ढाका, बंगलादेश, को प्रेजिडेंसी जेल, कलकत्ता में निरुद्ध कर लिया जाय और अभिरक्षा में रखा जाए ताकि उसे माल की तस्करी करने से रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके ; और

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, यह निदेश देती है कि पूर्वोक्त-व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त, कलकत्ता के समक्ष हाजिर हो।

[का. सं. 673/79-86-सी. ग. -VIII]

## MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 3rd September, 1986

### ORDERS

S.O. 3086.—Whereas the Additional Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/79/86-Cus. VIII dated 23-5-86

under the said sub-section directing that Shri Bidhan Chandra Mondal @ Bola, c/o Kala Chand Mondal, Jayapara, Dohar, Dhaka, Bangladesh be detained and kept in custody in the Presidency Jail, Calcutta with a view to preventing him from Smuggling goods.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Calcutta within 7 days of the publication of this order in the official Gazette.

[F. No. 673/79/86-Cus. VIII]

का. आ. 3087.—भारत सरकार के अपर सचिव ने, जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश का. सं. 673/78/86-सी. ग. -VIII, तारीख 23-5-86, यह निदेश देने हुए जारी किया था कि श्री फारूक अब्दुल्ला मार्फत श्रीमती मारियाम्मा फारुकी हाउस, पो. पो. मोटेटे, ग्राम चांगला, जिला कन्नोर, केरल, को प्रेजिडेंसी जेल, कलकत्ता में निरुद्ध कर लिया जाए और अभिरक्षा में रखा जाए ताकि उसे माल की तस्करी करने से रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके ;

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, यह निदेश देती है कि पूर्वोक्त व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त, कलकत्ता के समक्ष हाजिर हो।

[का. सं. 673/78/86-सी. ग. -VIII]

S.O. 3087.—Whereas the Additional Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/78/86-Cus. VIII dated 23-5-86 under the said sub-section directing that Shri Farook Abdulla c/o Smt. Mariamma, Paraylle House, P.O. Mottey, Village Changala, Distt. Connanore, Kerala be detained and kept in custody in the Presidency Jail, Calcutta with a view to preventing him from Smuggling goods.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Kerala, Trivendrum, within 7 days of the publication of this order in the official Gazette.

[F. No. 673/78/86-Cus. VIII]

का. आ. 3088.—भारत सरकार के अपर सचिव ने, जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश का. सं. 673/80/86-सी. ग. -III, तारीख 23-5-86 यह निदेश देने हुए जारी किया था कि श्री मुनील चौधरी, उर्फ कृष्णा, मार्फत अजीत चौधरी, नेपाकोले फरीदपुर, बंगलादेश को प्रेजिडेंसी जेल, कलकत्ता में निरुद्ध कर लिया

आए और अभिरक्षा में रखा जाए, ताकि उसे माल की तस्करी करने से रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके;

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पूर्वोक्त व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस, आयुक्त कलकत्ता के समक्ष हजरि हो।

[फा. सं. 673/80/86-सं. गु.-VIII]

S.O. 3088.—Whereas the Additional Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/80/86-Cus. VIII dated 23-5-86 under the said sub-section directing that Shri Sunil Chowdhury @ Krishna C/o Ajit Chowdhury Tepakhole, Faridpur, Bangladesh be detained and kept in custody in the Presidency Jail, Calcutta with a view to preventing him from smuggling goods.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Calcutta within 7 days of the publication of this order in the official Gazette.

[F. No. 673/80/86-Cus. VIII]

फा. सं. 3089:—भारत सरकार के अपर सचिव, ने जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश फा. सं. 673/81/86-सी. गु.-III, तारीख 23-5-86 यह निदेश देते हुए जारी किया था कि श्री अनवर उर्फ रेजवान, बरगान्ज नवाबगंज, ढाका, बंगलादेश को प्रेजीडेंसी जेल, कलकत्ता में निरुद्ध कर लिया जाये और अभिरक्षा में रखा जाए, ताकि उसे माल की तस्करी करने से रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके; और

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पूर्वोक्त व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त, कलकत्ता के समक्ष हजरि हो।

[फा. सं. 673/81/86-सी. गु.-VIII]

S.O. 3089.—Whereas the Additional Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/81/86-Cus. VIII dated 23-5-86 under the said sub-section directing that Shri Anwar @ Rejwan, Barah, Nababganj, Dhaka, Bangladesh be detained and kept in custody in the Presidency Jail, Calcutta with a view to preventing him from smuggling goods.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Calcutta within 7 days of the publication of this order in the official Gazette.

[F. No. 673/81/86-Cus. VIII]

फा. सं. 3090:—भारत सरकार के अपर सचिव ने, जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश फा. सं. 673/83/86-सी. गु.-III, तारीख 23-5-86 यह निदेश देते हुए जारी किया था कि श्री नरेन्द्र चन्द्र साहा, उर्फ नरेन चन्द्र साहा उर्फ माटागढ़ का नरेन गाहा कमरपाड़ा, सोदेपुर, जिला-24 परगना को प्रेजीडेंसी जेल, कलकत्ता में निरुद्ध कर लिया जाये और अभिरक्षा में रखा जाए, ताकि उसे माल की तस्करी करने तस्करी के माल को छुपाने एवं तस्करी के माल को रखने से रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके; और

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पूर्वोक्त व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस महानिरीक्षक, पश्चिम बंगाल कलकत्ता के समक्ष हजरि हो।

[फा. सं. 673/83/86-सी. गु.-VIII]

एस. के. चौधरी, अपर सचिव

S.O. 3090.—Whereas the Additional Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/83/86-Cus. VIII dated 23-5-86 under the said sub-section directing that Shri Narender Chandra Saha @ Naren Chandra Saha @ Naren Saha of Natagarh, Kamarpara, Sodepur, Distt. 24 Parganas be detained and kept in custody in the Presidency Jail, Calcutta with a view to preventing him from abetting the smuggling of goods and engaging in concealing and keeping smuggled goods.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Inspector General of Police, West Bengal, Calcutta within 7 days of the publication of this order in the official Gazette.

[F. No. 673/83/86-Cus. VIII]

S. K. CHOWDHRY, Under Secy.

(आर्थिक कार्य विभाग)

(वैकीट प्रभाग)

नई दिल्ली, 22 अगस्त, 1986

फा. सं. 3091:—राष्ट्रीय बैंक (प्रबन्ध और प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 8 के उपखंड (1) के साथ पठित खंड 3 के उपखंड (क) के अनुसरण में केन्द्रीय सरकार, भारतीय रिज़र्व बैंक से परामर्श करने के पश्चात् श्री पी. एस. देवगौड़े को 20 सितम्बर, 1986 से प्रारम्भ होने वाली और 13 जनवरी, 1989 को समाप्त होने वाली अवधि के लिए बैंक प्रांत महाराष्ट्र के प्रबन्ध निदेशक के रूप में पुनः नियुक्त करती है।

[म. एफ. 9/13/86-बी. ओ. I(1)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 22nd August, 1986

S.O. 3091.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government after consultation with the Reserve Bank of India, hereby re-appoints Shri P. S. Deshpande as the Managing Director of Bank of Maharashtra for a period commencing on September 20, 1986 and ending with January 13, 1989.

[No. F. 9/13/86-BO.I(1)]

का. घा. 3092.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) योजना, 1970 की धारा 3 की उपधारा (छ) के अनुसरण में केन्द्रीय सरकार श्री टी. के. के. भागवत, सचिव, भारतीय रिजर्व बैंक, केन्द्रीय कार्यालय, बम्बई को डा. एन. ए. मुजुमदार के स्थान पर एतद्वारा सेंट्रल बैंक आफ इंडिया के निदेशक के रूप में नियुक्त करती है।

[सं. एक. 9/2/86-बी. ओ.-I]

S.O. 3092.—In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri T. K. K. Bhagawat, Secretary, Reserve Bank of India, Central Office, Bombay as a Director of Central Bank of India vice Dr. N. A. Mujumdar.

[No. F. 9/2/86-BO. I]

का. घा. 3093.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 7 के साथ पठित खण्ड 5 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री पी. एस. देशपांडे को जिन्हें 20 सितम्बर, 1986 से बैंक आफ महाराष्ट्र के प्रबंध निदेशक के रूप में पुनः नियुक्त किया गया है, उसी तारीख से बैंक आफ महाराष्ट्र के निदेशक बोर्ड के अध्यक्ष के रूप में नियुक्त करती है।

[संख्या एक. 9/13/86-बी. ओ.-I (3)]

एम्. एम्. हसूरकर, निदेशक

S.O. 3093.—In pursuance of sub-clause (1) of clause 5, read with clause 7 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government after consultation with the Reserve Bank of India, hereby appoints Shri P. S. Deshpande who has been re-appointed as Managing Director of Bank of Maharashtra with effect from September 20, 1986 to be the Chairman of the Board of Directors of Bank of Maharashtra with effect from the same date.

[No. F. 9/13/86-BO.I(2)]

S. S. HASURKAR, Director

## MINISTRY OF COMMERCE

New Delhi, the 13th September, 1986

## CORRIGENDA

S.O. 3094.—In the order of the Government of India in the Ministry of Commerce No. S.O. 780 dated the 1st March, 1986 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 1st March, 1986 at pages 5 to 7, —

(a) at page 5, in para 4, in line 3, for "Consulting" read "Consulting";

(b) at page 6—

(i) against item number 84, for "Pyrothrum" read "Pyrethrum";

(ii) against item number 128, for "phosalene" read "Phosalone";

(c) at page 7, against item number 91, for "IS : 1122—1984" read "IS : 7122—1984".

[F. No. 6(2)/84-EI&amp;EP]

S.O. 3095.—In the notification of the Government of India in the Ministry of Commerce No. S.O. 781 dated the 1st March, 1986 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 1st March, 1986, at page 11,—

(1) against item number 79, for "Warfarin Salt" read "Warfarin Bait";

(2) against item number 98, for "Quinobozens", read "Quintozene".

[F. No. 6(2)/84-EI&amp;EP]

## वाणिज्य मंत्रालय

नई दिल्ली, 13 सितम्बर, 1986

का.घा. 3096.—नियति (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, मैगर्स टाटा आयर्न एंड स्टील कम्पनी लिमिटेड (द्यूब विभाग) जमशेदपुर में विनिर्मित स्टील द्यूब का निर्यात में पूर्ण निरीक्षण करने के लिये मैगर्स टाटा आयर्न एंड स्टील कम्पनी लिमिटेड को जिसका रजिस्ट्रीकृत कार्यालय बम्बई हाउस, 24 होमी मोदी स्टील, बम्बई-400 023 में है, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 3 वर्षों की अवधि के लिये निम्नलिखित शर्तों के अधीन रखे हुए, अधिकरण के रूप में मान्यता देती है, अर्थात् :—

1. कि मैगर्स टाटा आयर्न एंड स्टील कम्पनी लिमिटेड (द्यूब विभाग) जमशेदपुर में विनिर्मित स्टील द्यूब का निर्यात में पूर्ण मैगर्स टाटा आयर्न एंड स्टील कम्पनी लिमिटेड (द्यूब विभाग) निरीक्षण करेगी और यह ऐसे अधिकारी के तकनीकी नियंत्रण में किया जायेगा जिसका पद निर्यात निरीक्षण अधिकरण, कलकत्ता तथा बम्बई के अपर निदेशक से कम न हो और इस प्रयोजन के लिये मैगर्स टाटा आयर्न एंड स्टील कम्पनी लिमिटेड (द्यूब विभाग) अपनी यूनिट मैगर्स टाटा आयर्न एंड स्टील कम्पनी लिमिटेड (द्यूब विभाग) जमशेदपुर से निर्यात की गयी वस्तुओं के पोत पर्यन्त निशुल्क (एफ. ओ. बी.) मूल्य के 0.1 प्रतिशत की दर से राशि निर्यात निरीक्षण अधिकरण कलकत्ता या बम्बई को देगी जो एक वर्ष में कम से कम दो हजार पाब ली रुपये और अधिक से अधिक एक लाख रुपये होगी।

2. कि मैगर्स टाटा आयर्न एंड स्टील कम्पनी लिमिटेड (द्यूब विभाग) इस अधिसूचना के अधीन अपने कार्यों के पालन में ऐसे निर्देशों द्वारा व्यवहरे होगी जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय समय पर लिखित रूप में दें।

स्पष्टीकरण :

इस अधिसूचना के प्रयोजन के लिये "स्टील द्यूब" से अभिप्राय सतत किनारे तथा या पंचवार (थ्रेंच किनारा/रि), माफेट महिल या रहिन, या तो काली या गाल्वनीकृत, वेल्ड की हुई या गीवन रहिन, थोप, नरम पदार्थ को सम्मिलित करने के लिये उपयुक्त, मशीनी तथा संरचनात्मक प्रयोजनों जैसे स्टील फर्नीचर, सार्किकों द्वारा तथा विद्युत् कंडक्टर के लिये उपयुक्त द्यूब हैं। लेकिन उनमें माफेट सम्मिलित नहीं होंगे जब ये अलग से निर्यात के लिये बनाई गयी हों।

[फाइल सं. 5(5)/86-ई आई एण्ड ई पी]

एम्.एस. हरिहरन, निदेशक



## MINISTRY OF COMMERCE

New Delhi, the 13th September, 1986

S.O. 3096.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control & Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognise M/s. Tata Iron & Steel Co. Ltd. (Tube Division), having their registered office at Bombay House, 24, Horn Mody Street, Bombay-400023, as the agency for a period of 3 years from the date of publication of this notification for inspection of Steel tubes manufactured at M/s. Tata Iron & Steel Co. Ltd. (Tube Division), Jamshedpur, prior to export, subject to the following conditions, namely:—

1. That M/s. Tata Iron & Steel Co. Ltd. (Tube Division) shall carry out the inspection of steel tubes manufactured at M/s. Tata Iron & Steel Co. Ltd. (Tube Division), Jamshedpur, prior to export, under the technical control of an officer not below the rank of Additional Director of the Export Inspection Agency, Calcutta or Bombay and for this purpose M/s. Tata Iron & Steel Co. Ltd. (Tube Division) shall pay to the Export Inspection Agency, Calcutta or Bombay an amount at the rate of 0.1 per cent of the f.o.b. (free on board) value of steel tubes exported from their unit at M/s. Tata Iron & Steel Co. Ltd. (Tube Division), Jamshedpur, subject to a minimum of rupees two thousand five hundred and maximum of rupees one lakh in a year.

2. That M/s. Tata Iron & Steel Co. Ltd. (Tube Division) in the performance of its functions under this notification shall be bound by such directions as the Director (Inspection & Quality Control) may give to it in writing from time to time.

Explanation :—For the purpose of this notification 'Steel Tubes' means steel tubes with plain ends and/or screwed (threaded) end(s), with or without socket, either black or galvanised, welded or seamless, suitable for conveying fluids, solids and for mechanical and structural purposes such as manufacture of steel furniture, bicycles and electrical conduits, but shall not include sockets when they are meant for export individually.

[F. No. 5(5)/86-EI&amp;EP]

N. S. HARIHARAN, Director

(मुख्य निर्यातक, आयात निर्यात का कर्ता/वि)

नई दिल्ली, 25 अगस्त, 1986

आदेश

का.आ. 3097:—मेसर्स मार्ति उद्योग लि., पट्टी मजिल, हसनगर, नई दिल्ली को एक नए ट्राइबेक्टोर मोटर स्क्वैन्स विदेश मुद्रा के प्रयोग के 18,700/- रुपये (पंद्रह हजार सात सौ रुपये मात्र) का आयात लाइसेंस सं. 2 सी. जी. 2040556, दिनांक 23-9-83 दिया गया था।

कर्म द्वारा उपर्युक्त लाइसेंस की सीमाशुल्क/मुद्रा विनियम नियंत्रण प्रयोजन प्रति की अनुमिति प्रति की मांग इस आधार पर की गई है कि मूल सीमाशुल्क/प्रयोजन मुद्रा विनियमन नियंत्रण प्रति के साथ-साथ अनुमिति आयात लाइसेंस संख्या 2471914 तथा 2471915 दोनों दिनांक 19-6-85 खो गए हैं अथवा अस्थायित्व हो गए हैं। आगे यह भी कहा गया है कि लाइसेंस की सीमाशुल्क मुद्रा विनियम नियंत्रण प्रति किसी भी सीमाशुल्क प्राधिकारी के पास दर्ज नहीं कराई गई थी, अतः इस प्रकार सीमाशुल्क प्रयोजन प्रति के मूल्य को क्लिबुल भी उपयोग में नहीं लाया गया है।

2. लाइसेंसधारी ने अपने तर्क के समर्थन में कार्यकारी दण्डाधिकारी, गुडगांव के समक्ष विधिवत शपथ लेकर एक शपथ पत्र दखल किया है। वे लाइसेंसधारी गलुष्ट 2 के आयात लाइसेंस सं. 1/सी. जी./2040556 दिनांक 23-9-83 की मूल सीमाशुल्क/मुद्रा विनियमन नियंत्रण प्रति तथा अनुमिति आयात लाइसेंस संख्या 2471914 तथा 2471915 दोनों दिनांक

19-6-85 कर्म द्वारा खो गए हैं अथवा अस्थायित्व हो गए हैं। यथा संशोधित आयात निर्यात आदेश, 1955 दिनांक 7-12-1955 की उपधारा 9 (न ग) के अधीन प्रधान अधिकारी का प्रयोग करने हुए मेसर्स मार्ति उद्योग लिमिटेड को दी गई उपर्युक्त मूल सीमाशुल्क/मुद्रा विनियमन नियंत्रण प्रति संख्या 1/सी. जी./2010556 दिनांक 23-9-83 तथा 2471914 तथा 2471915 दोनों दिनांक 19-6-85 को एकाग्रता से रद्द किया जाता है।

3. उपर्युक्त लाइसेंस का मूल शुरुआत विनियमन नियंत्रण प्रति की अनुमिति पट्टी को प्रयोग में आने की जा रही है।

[न. सी. जी. 2/पृ. 1/23/83-84/374]

पाल बेक, उप मुख्य निर्यातक, आयात व निर्यात

(Office of the Chief Controller of Imports and Exports)

New Delhi, the 25th August, 1986

## ORDER

S.O. 3097.—M/s. Maruti Udyog Ltd., 6th Floor, Hansalaya, New Delhi-1 was granted an Import Licence No. 1/CG/2040556 dt. 23-9-83 for Rs. 18,700 (Rupees eighteen thousand and seven hundred only) for import of one No. Director Motor under Free Foreign exchange.

The firm has applied for issue of Duplicate Copy of Customs Purposes/Exchange Control copy of the above-mentioned licence on the ground that the original Customs purposes/Exchange Control copy of the licence as well as duplicate import licence No. 2471914 and 2471915 both dated 19-6-85 have been lost or misplaced. It has further been stated that the Customs purposes/Ex. Control copy of the licence were not registered with any Customs Authority and as such the value of Customs Purposes copy has not been utilised at all.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before Executive Magistrate, Gurgaon. I am accordingly satisfied that the original Customs purposes/Ex. Control copy of Import licence No. 1/CG/2040556 dt. 23-9-83 and duplicate Import Licences No. 2471914 & 2471915 both dt. 19-6-85 have been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import Control Order, 1955 dated 7-12-1955 as amended the said original Customs Purposes/Exchange Control copy No. 1/CG/2040556 dt. 23-9-83 and 2471914 and 2471915 both dt. 19-6-85 issued to M/s. Maruti Udyog Ltd., are hereby cancelled.

3. A duplicate Customs purposes/Ex. Control copy of the said licence is being issued to the party separately.

[No. CG II/HI/23/83-84/374]

PAUL BECK, Dy. Chief Controller of Imports &amp; Exports.

## उद्योग संशालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 24 अगस्त, 1986

आदेश

का.आ. 3098:—कंपनी विधि बोर्ड का यह समाधान हो गया है कि चोकर इंजीनियरिंग कार्पोरेशन लिमिटेड को कंपनी अधिनियम, 1956 (1956 का 1) के अधीन एक निगमन कंपनी है, जिसका रजिस्ट्रीकृत कार्यालय रेनवे स्टेशन कुम्हारकोना, मद्रास में है, के मुख्य उद्देश्य को प्राप्त करने के प्रयोजन के लिए और नीति में समन्वय प्राप्तिकर करने के लिए प्रमुख, कामकाज और साधनों के कुशल साधनों का उपयोग करने और मोटरवाहन उपकरणों के निर्माण सहित परिवहन और सहसह आयातकों की दक्षता और अधिक शक्ति तथा

कार्यकरण के प्रयोजन के लिए, लोकहित में यह आवश्यक है कि चोलन रोडवेज कारपोरेशन लिमिटेड जो कंपनी अधिनियम, 1956 (1956 का 1) के अधीन एक निगमित कंपनी है, जिगका रजिस्ट्रिड कार्यालय रेलवे स्टेशन नई मडक, कुबाकोनम, 612001, मद्रास में है और उसका चोलन इंजीनियरिंग कारपोरेशन लिमिटेड जो एक सरकारी कंपनी है, को एक कंपनी में समामेलित कर दिया जाए।

और प्रस्तावित आदेश के प्रारूप की प्रति, पूर्वोक्त, कंपनियों, अर्थात् मेसर्स चोलन इंजीनियरिंग कारपोरेशन लिमिटेड और मेसर्स चोलन रोडवेज कारपोरेशन लिमिटेड को समाचार पत्र में प्रकाशन के लिए भेजी गयी थी। कंपनी विधि बोर्ड को किसी भी व्यक्ति से समामेलन स्कीम की बाबत कोई भी आक्षेप/सुझाव प्राप्त नहीं हुआ है।

अतः, अब, कंपनी विधि बोर्ड, भारत सरकार के कंपनी कार्य विभाग की अधिसूचना सं. 443 (अ), तारीख 10-30-1972 के साथ पठित कंपनी अधिनियम, 1956 (1956 का 1) की धारा 396 की उपधारा (1) और (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस दोनों कंपनियों को समामेलित करने का उपबंध करने के लिए निम्नलिखित आदेश करता है, अर्थात् :—

1. संक्षिप्त नाम :—इस आदेश का नाम चोलन इंजीनियरिंग कारपोरेशन लिमिटेड और चोलन रोडवेज कारपोरेशन (समामेलन) आदेश, 1986 है।

2. परिभाषाएं :—इस अनुमोदित स्कीम में, जब तक संदर्भ से अन्यथा अपेक्षित न हो,—

- (क) "नियत दिन" से वह तारीख अभिप्रेत है जिसको यह आदेश राजपत्र में अधिसूचित किया जाता है;
- (ख) "विघटित कंपनी" से चोलन इंजीनियरिंग कारपोरेशन लिमिटेड अभिप्रेत है;
- (ग) "नवगठित कंपनी" से चोलन रोडवेज कारपोरेशन लिमिटेड अभिप्रेत है।

3. तारीख 31-3-85 को दोनों कंपनियों के शेयर धारण का स्वरूप :—

(1) चोलन रोडवेज कारपोरेशन लिमिटेड :—

चोलन रोडवेज प्राइवेट लिमिटेड में शेयर	शेयरों की संख्या	रकम
धारकों का नाम		
तमिलनाडु सरकार, जिसके अन्तर्गत उसके नाम-निर्देशिनी भी है।	प्रत्येक 10 रु. वाले 10,30,137 पूर्णतः	1,03,01,370 रु.
	समादत्त साधारण शेयर	

(2) चोलन इंजीनियरिंग कारपोरेशन लि

चोलन रोडवेज कार-पोरेशन लिमिटेड और तमिलनाडु सरकार के नामनिर्देशितियों के पूर्णतः स्वामित्वाधीन	प्रत्येक 10 रु. वाले 2,71,650 पूर्णतः समादत्त साधारण शेयर	27,16,500 रु.
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(ख) चोलन इंजीनियरिंग कारपोरेशन लिमिटेड में प्रत्येक 10 रु. वाले सभी 2,71,650 पूर्णतः समादत्त साधारण शेयर को जो अब मेसर्स चोलन रोडवेज कारपोरेशन लिमिटेड के नाम में हैं, जिसके अन्तर्गत तमिलनाडु सरकार के नामनिर्देशिनी भी है, रद्द कर दिया जाएगा।

(ग) नवगठित कंपनी प्रत्येक व्यक्ति को जिसका नाम नियत दिन के ठीक पूर्व विघटित कंपनी के सदस्यों के रजिस्टर में है, उसे शेयरों के आबंटन और ऐसे शेयरों के लिए आबंटन पत्र के संबंध में विशिष्टियां देने हुए, एक सूचना रजिस्ट्री रखेगी

आक द्वारा भेजेगी, नवगठित कंपनी द्वारा एक सूचना से विघटित कंपनी के शेयरधारकों को सूचना प्रेषित करने को अधिसूचित करते हुए कम से कम दो समाचारपत्रों में (जिनमें से एक प्रादेशिक भाषा में होगा) प्रकाशन की जाएगी।

4. कंपनियों का समामेलन :—(1) नियत दिन से ही चोलन रोडवेज कारपोरेशन लि. और चोलन इंजीनियरिंग कारपोरेशन लि. का समस्त कारबार और उपक्रम, जिसके अन्तर्गत सभी संपत्तियां जंगम या स्थावर और किसी भी प्रकार की अन्य आस्त्वियां उदाहरणार्थ मशीनरी और सभी स्थिर आस्त्वियां पट्टे, अधिधारण अधिकार, शेयरों में विनिधान या अन्यथा व्यापार स्टाक, कर्मशाखा औजार, अभिवहन में मान, सभी प्रकार के धन के अग्रिम बही ऋण, बकाया धन, बसूल किए जाने वाले दावे, करार, औद्योगिक और अन्य अनुज्ञप्तियां तथा अनुज्ञापत्र आपान और अन्य अनुज्ञप्तियां, आणयपत्र और प्रत्येक विवरण के सभी अधिकार और शक्तियां किन्तु सभी बंधकों और प्रभारों तथा आडमान, प्रतिभूतियां और सभी प्रकार के अधिकार जिनसे चोलन इंजीनियरिंग कारपोरेशन की उक्त सम्पत्तियों पर प्रभाव डालते हों, के अधीन रहते हुए, बिना किसी अन्य कार्य या विलेख के, प्रवृत्त विधि के अनुसार चोलन रोडवेज कार-पोरेशन को अन्तर्गत और निहित हो जाएंगी तथा अन्तर्गत और निहित हो गई समझी जाएंगी।

(2) लेखा प्रयोजनों के लिए समामेलन, दोनों कंपनियों के 31 मार्च, 1985 को विद्यमान लेखा-परीक्षित लेखाओं और तुलनपत्रों के प्रतिनिधित्व से प्रभावी होगा और उसके पश्चात् किए गए संशोधनों को एक सामान्य लेखा में पूर्णित किया जाएगा। विघटित कंपनी से किसी पश्चात्पूर्व तारीख को अंतिम लेखा तैयार करने की अपेक्षा नहीं की जाएगी और नवगठित कंपनी 31 मार्च, 1985 को तुलनपत्र के अनुसार सभी आस्त्वियों और दायित्वों को ग्रहण कर लेगी और उसके पश्चात् सभी संशोधनों का पूर्ण उत्तरदायित्व स्वीकार करेगी।

माप्टीकरण :—

"विघटित कंपनी के उपक्रम" के अन्तर्गत सभी अधिकारी, शक्तियां, प्राधिकार और जिम्मेदारियां और सभी सम्पत्तियां, जंगम या स्थावर, जिसके अन्तर्गत तकदी अतिशेष आरक्षितियां, राजस्व अतिशेष, विनिधान और एसी सम्पत्ति जो नियत दिन के ठीक पूर्व विघटित कंपनी की हो या उसके कब्जे में हो, की या उससे उद्भूत सभी अन्य हित और अधिकार भी हैं, तथा उससे संबंधित सभी बहियों, लेखे और दस्तावेज तथा विघटित कंपनी के उस समय विद्यमान सभी ऋण दायित्व कर्तव्य और बाध्यताएं, चाहे वे किसी भी प्रकार की हों, सम्मिलित हैं।

5. सम्पत्ति की कतिपय मदों का अन्तरण :—इस आदेश के प्रयोजन के लिए, नियत दिन को विघटित कंपनी के सभी लाभ या हानियों, या दोनों, यदि कोई हों, और विघटित कंपनी की आमदनी आरक्षितियां या कमियां, या दोनों, यदि कोई हैं, जब नवगठित कंपनी को अन्तर्गत की जाएं, नवगठित कंपनी के, यथास्थिति, लाभ या हानि तथा आमदनी आरक्षितियां या कमी का भाग बन जाएंगे।

6. संविदाओं आदि की व्यावृत्ति :—इस आदेश में अंतर्विष्ट अन्य उपबंधों के अधीन रहते हुए, सभी संविदाएं, विलेख, बंधपत्र, करार और अन्य लिखतें चाहे वे किसी भी प्रकार की हों, जिनमें विघटित कंपनी एक पक्षकार है, और जो नियत दिन के ठीक पूर्व विद्यमान या प्रभावशील थीं, नवगठित कंपनी के विरुद्ध या उसके पक्ष में पूर्णतः बलशील और प्रभावशील होंगी और उन्हें वैसे ही पूर्ण और प्रभावी रूप से प्रवृत्त किया जा रहेगा मानों विघटित कंपनी को नवगठित कंपनी उनका एक पक्षकार था।

7. विधिक कार्यवाहियों की व्यावृत्ति :—यदि, नियत दिन को विघटित कंपनी द्वारा या उसके विरुद्ध कोई वाद, अधिवादन, अपील या किसी भी प्रकृति का अन्य विधिक कार्यवाही चलित है तो वह विघटित कंपनियों के उपक्रम के नवगठित कंपनी को अन्तर्गत हो जाने के कारण

या इस आवेदन से अक्षयिष्ठ किरी बात के कारण, उपरान्त नहीं होगी या उसे बना नहीं किया जाएगा अथवा किसी भी प्रकार उग पर कोई प्रतिकूल प्रभाव नहीं पड़ेगा किन्तु वह बाद, अभियोजन, अधिन या अन्य विधिक कार्यवाही, नवगठित कंपनी द्वारा या उसके विरुद्ध उम्मी रीति से और उम्मी सीमा तक जारी रखी जा सकेगी, अभियोजन और प्रवर्तन की जा सकेगी जिस रीति से और जिन सीमा तक वह, इस आदेश के न किए जाने की वशा में, विघटित कंपनी द्वारा या उसके विरुद्ध जारी रखी जाती, या अभियोजन और प्रवर्तन की जाती या जारी रखी जा सकती थी, या अभियोजन और प्रवर्तन की जा सकती थी।

8. कराधान की बाबत उपबंध:—नियत दिन के पूर्व विघटित कंपनी द्वारा किए गए कारबार के लाभों और अमानियों (जिनके अंतर्गत संचित हानियाँ और समामेलन अवज्ञाएँ भी हैं) की बाबत सभी कर नवगठित कंपनी द्वारा संवेद्य होंगे। ऐसा कराधान ऐसी रियायतों और राहतों के अधीन होगा जो आयकर अधिनियम, 1961 (1961 का 43) के अधीन, इस समामेलन के परिणामस्वरूप अनुज्ञात हों।

9. विघटित कंपनी के अधिकारियों और अन्य कर्मचारियों की बाबत उपबंध:—विघटित कंपनी में नियत दिन के ठीक पूर्व नियोजित प्रत्येक पूर्णकालिक अधिकारी या अन्य कर्मचारी (जिनके अंतर्गत विघटित कंपनी के निदेशक नहीं हैं) नियत दिन से ही, नवगठित कंपनी का, यथास्थिति, अधिकारी या कर्मचारी बन जाएगा और वह उसमें अपना पद या अपनी सेवा उसी अवधि के लिए और उन्हीं निबंधनों और शर्तों पर तथा वैसे ही अधिकारों और विशेषाधिकारों के साथ धारण करेगा जैसा वह, इस आदेश के न किए जाने की वशा में, विघटित कंपनी के अधीन धारण करता और वह तब तक ऐसा करता रहेगा जब तक नवगठित कंपनी में उसका नियोजन सम्यक् रूप से समाप्त नहीं कर दिया जाता या जब तक उसका पारिश्रमिक और नियोजन की शर्तों पारस्परिक सहमति द्वारा सम्यक् रूप से परिवर्तित नहीं कर दी जाती है।

10. निदेशकों की स्थिति:—विघटित कंपनी का प्रत्येक निदेशक जो नियत दिन के ठीक पूर्व, उस हैसियत में पद धारण, कर रहा था, नियत दिन को, विघटित कंपनी का निदेशक नहीं रहेगा।

11. सविष्य निधि की सदस्यता:—विघटित कंपनियों के सभी अधिकारी और कर्मचारी, कर्मचारी और सविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 की स्कीम के अधीन उन कर्मचारी सविष्य निधि के सदस्य बने रहेंगे जिसके वे सदस्य हैं और नियत दिन से या इस आदेश के राजपत्र में प्रकाशन की तारीख से चोलन रोडवेज कारपोरेशन लिमिटेड उन अधिकारियों और कर्मचारियों की बाबत उन्हीं शर्तों पर, जिन पर विघटित कंपनियों द्वारा की जाती थी; उक्त कर्मचारी सविष्य निधि में नियोजक के अभिभाव करने रहेंगे।

12. चोलन इंजीनियरिंग कारपोरेशन लिमिटेड का विघटन:—इस आदेश के अन्य उपबंधों के अधीन रहते हुए, नियत दिन से, चोलन इंजीनियरिंग कारपोरेशन लिमिटेड विघटित हो जाएगी और कोई भी व्यक्ति विघटित कंपनी या उसके किसी निदेशक या अधिकारी के विरुद्ध ऐसे निदेशक या अधिकारी के रूप में उसकी हैसियत में, कोई दावा, मांग या कार्यवाही, सिवाय वहाँ तक जहाँ तक कि इस आदेश के उपबंधों को प्रवर्तित करने के लिए आवश्यक है, नहीं करेगा।

13. कंपनी रजिस्ट्रार द्वारा आदेश का रजिस्ट्रीकरण:—कंपनी विधि बोर्ड इस आदेश के राजपत्र में अधिसूचित किए जाने के पश्चात्, यथाशीघ्र, कंपनी रजिस्ट्रार, तमिलनाडु, को इस आदेश को एक प्रति भेजेगा और उसका प्राप्ति पर कंपनी रजिस्ट्रार, तमिलनाडु विघटित कंपनी द्वारा विलिखित फीस का संदाय किए जाने पर आदेश को रजिस्टर करेगा और इस आदेश की प्रति प्राप्त होने के एक मास के भीतर रजिस्ट्रीकरण की अपने हस्ताक्षर से अधिप्रमाणित करेगा। उसके बाद, कंपनी रजिस्ट्रार, तमिलनाडु, प्रत्येक कंपनी से संबंधित उसके पाम रजिस्ट्रीकृत, अभिलिखित या फाइल किए गए सभी दस्तावेज संसर्ग चोलन

रोडवेज कारपोरेशन लि. की फाइल में, जिनके साथ अस्तित्व कंपनी का समावेशन किया गया है, रखेगा और उन्हें समेकित करेगा तथा इस प्रकार समेकित दस्तावेजों को अपनी फाइल में रखेगा।

14. नवगठित कंपनी के संगम-जावन और संगम-अनुच्छेद:—चोलन रोडवेज कारपोरेशन लिमिटेड के संगम-जावन और संगम-अनुच्छेद, जैसे कि वे नियत दिन के ठीक पूर्व विद्यमान थे, नियत दिन से ही, नवगठित कंपनी के संगम-जावन और संगम-अनुच्छेद हो जाएंगे।

[सं. 24/12/85-गो. एन.-III]

कंपनी विधि बोर्ड के आदेश से

आर.एन. बंसल, सदस्य, कंपनी विधि बोर्ड

## MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 29th August, 1986

### ORDER

S.O. 3098.—Whereas the Company Law Board is satisfied that for the purpose of securing the principal object of the Cholan Engineering Corporation Limited, a Company incorporated under the Companies Act, 1956 (1 of 1956) having its registered office at Railway Station, Kumbakonam, Madras and for the purpose of securing the use of scarce resources of equipment, personnel and material for ensuring co-ordination in policy and the efficient and economic expansion and working of manufacturing the automobile Accessories, Road Transportation and allied activities, it is essential in the public interest that the Cholan Roadways Corporation Limited a Company incorporated under the Companies Act, 1956 (1 of 1956) having its registered office at Railway Station, New Road, Kumbakonam, 612001, Madras and the said Cholan Engineering Corporation Limited, a Government Company should be amalgamated into a single company.

Now, therefore in exercise of the powers conferred by sub-sections (1) and (2) of Section 396 of the Companies Act, 1956 (1 of 1956) read with the notification of the Government of India in the Department of Company Affairs No. GSR 443(F) dt. 18-10-72 the Company Law Board makes the following order to provide for the amalgamation of the said two companies namely:—

1. Short title.—This order may be called as the Cholan Engineering Corporation Ltd. and Cholan Roadways Corporation Ltd. (Amalgamation) order 1986.

2. Definitions.—In this approved scheme unless the context otherwise require :

- (a) "appointed day" means the date on which this order is notified in the official Gazette :
- (b) "dissolved Company" means the Cholan Engineering Corporation Limited.
- (c) "resulting Company" means the Cholan Roadways Corporation Limited.

3. (a) The Share Holding Pattern of the two Companies: as on 31-3-85.

(i) Cholan Roadways Corporation Ltd.		
Name of shareholders in Cholan Roadways Private Ltd.	No. of shares	Amount
Government of Tamil Nadu including their nominees.	10,30,137 equity shares of Rs. 10/- each fully paid up.	Rs. 1,03,01,370

(ii) Cholan Engineering Corporation Ltd.		
Fully owned by Cholan Roadways Corporation Ltd. and nominees of Govt. of Tamil Nadu.	2,71,650 equity shares of Rs. 10/- each fully paid up.	Rs. 27,16,500/-

- (b) All the 271,650 equity share of Rs. 10 each fully paid up in the Cholan Engineering Corporation Ltd. which are now held in the name of its Cholan Roadways Corporation Ltd.

including the nominees of the Govt. of Tamil Nadu shall be cancelled.

- (c) The resulting company shall by registered post acknowledgment due to every person whose name appears, immediately before the appointed day, in the register of members of the dissolved company, a notice giving particulars, as to the allotment of shares to him and allotment letter for such shares. A notice shall also be published by the resulting company in atleast two newspapers (one of which shall be in the regional language) notifying the despatch of the notice to the shareholders of the dissolved company.

4. Amalgamation of the Companies.—(i) On and from the appointed day, the entire business and undertakings of Cholan Roadways Corporation Ltd. and Cholan Engineering Corporation Ltd. in as is where is condition including all the properties, movable or immovable and other assets of whatsoever nature, e.g. machinery and all fixed assets, leases, tenancy rights, investments in shares or otherwise stock-in-trade, workshop tools, goods-in-transit, advances of monies of all kinds, book doubts, outstanding monies, recoverable claims, agreements industrial and other licences and permits, import and other licences, letters of intent and all rights and powers of every description, but subject to all mortgages and charges and hypothecation, guarantees and all rights whatsoever affecting the said properties of Cholan Engineering Corporation, shall without further act or deed be transferred to and vest in or deemed to be transferred to and vest in Cholan Roadways Corporation in accordance with the law in force.

(ii) For accounting purposes, the amalgamation shall be affected with reference to the audited accounts and balance sheets as on the 31st March, 1965 of the two companies and the transactions thereafter shall be pooled into at common account, the dissolved company shall not be required to prepare its final accounts as on any later date and the resulting company shall take over all assets and liabilities according to the balance sheet as on the 31st March 1985 and accept full responsibility for all transactions thereafter.

Explanation.—The 'Undertaking of the dissolved company shall include all rights, powers authorities and privileges and all property, movable or immovable including cash balances, reserves revenue balances, investments and all other interests and rights in or arising out of such property as may belong to or be in the possession of the dissolve company immediately before the appointed day, and all books, accounts and documents relating thereto and also all debts, liabilities duties and obligations of whatever kind then existing of the dissolved company.

5. Transfer of certain items of Property.—For the purpose of this order, all the profits or losses, or both, if any, of the dissolved company as on the appointed day, and the revenue reserves or deficits or both, if any, of the dissolved company when transferred to the resulting company shall respectively form part of the profits or losses and the resources or deficits, as the case may be of the resulting company.

6. Saving of contracts etc.—Subject to the other provisions contained in this order, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the dissolved company is a party, subsisting or having effect immediately before the appointed day, shall have full force and effect, against or in favour of the resulting company and may be enforced as fully and effectually, as if, instead of the dissolved company, the resulting company had been a party thereto.

7. Savings of Legal proceedings.—If, on the appointed day, and suit, prosecution appeal or other legal proceeding of whatever nature by or against the dissolved company be

pending, the same shall not abate or be discontinued, or be in any way prejudicially affected by reason of the transfer to the resulting company of the undertaking of the dissolved company or of anything contained in this order; but the suit, prosecution appeal or other legal proceeding may be continued, prosecuted and enforced by or against the resulting company in the same manner and to the same extent as it would or may be continued, prosecuted and enforced by or against the resulting Company in the same manner and to the same extent as it would or may be continued, prosecuted and enforced by or against the dissolved company if this order had not been made.

8. Provision with respect to taxation.—All taxes in respect of the profits and gains (including accumulated losses and unabsorbed depreciation) of the business carried on by the dissolved company before the appointed day shall be payable by the resulting company subject to such concessions and reliefs as may be allowed under Income Tax Act 1961 (43 of 1961) as a result of this amalgamation.

9. Provisions Respecting Existing Officers And Other Employees of the Dissolved Company.—Every whole-time officer or other employee (excluding the Directors of the dissolved Company) employed immediately before the appointed day in the dissolved Company, shall as from the appointed day, become an Officer or other employee as the case may be, of the resulting company and shall hold his office or service therein by the same tenure and upon the same terms and conditions and with the same rights and privileges as he would have held the same under the dissolved Company, if this order had not been made, and shall continue to do so unless and until his employment in the resulting company is duly terminated or until his remuneration and conditions of employment are duly altered by mutual consent.

10. Position of Directors.—Every director of the dissolved company holding office as such immediately before the appointed day shall cease to be a Director of the dissolved company on the appointed day.

11. Membership of Provident Fund.—All Officers and employees of the dissolved companies shall continue to be members of the Employees Provident Fund under the Scheme of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 of which they are members and Cholan Roadways Corporation Limited shall with effect from the appointed day of publication of this order in the Official Gazette make and continue to make the employers contributions to the said Employees Provident Fund in respect of these Officers and employees at the same rates as were being made by the dissolved companies.

12. Dissolution of the Cholan Engineering Corporation Ltd.—Subject to the other provisions of this order, as from the appointed day, the Cholan Engineering Corporation Ltd. shall be dissolved and no person shall make, assert or take any claims demands or proceedings against the dissolved company or against a director or an officer thereof in his capacity as such director or officer, except in so far as may be necessary for enforcing the provisions of this order.

13. Registration of the Order by the Registrar of Companies.—The Company Law Board, shall as soon as may be after this order is notified in the Official Gazette, send to the Registrar of Companies, Tamil Nadu, a copy of this order, on receipt of which the Registrar of Companies, Tamil Nadu shall register the order on payment of the prescribed fees by the resulting company and certify under his hand the registration thereof within one month from the date of receipt of a copy of this order. Therefore, the Registrar of Companies, Tamil Nadu shall forthwith include all documents registered, recorded or filed with him relating to the transferor company on the file of M/s. Cholan Roadways Corporation Ltd. with whom the transferor company has been amalgamated and consolidated these and shall keep such consolidated documents on his file.

14. Memorandum and articles of Association of the Resulting Co.—The Memorandum and Articles of Association of the Cholan Roadways Corporation Limited as they stood

immediately before the appointed day shall, as from the appointed day, be the Memorandum and Articles of Association of the resulting company.

[No. 24/12/85-CL.III]  
By Order of the CLB  
R. N. BANSAL, Member Company Law Board.

### ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 25 अगस्त, 1986

का. आ. 3099—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पूर्व ईशान, खान और कोयला मंत्रालय (कोयला विभाग) की अधिसूचना संख्या का. आ. 4777, तारीख 25 सितम्बर, 1985 द्वारा उक्त अधिसूचना में उल्लेख अनुसूची में विनिर्दिष्ट परिक्षेत्र में 355.00 एकड़ (लगभग) या 143.25 हेक्टर (लगभग) माप की भूमि (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) में कोयले का पूर्वोक्त करने के अपने आणव्य की सूचना दी थी।

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि में कोयला अभिप्राप्य है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए, निम्नलिखित के अर्जन करने के अपने आणव्य की सूचना देती है ;

(क) इससे संलग्न अनुसूची "क", में वर्णित भूमि, जिसका माप ब्लॉक-1 में 216.75 एकड़ (लगभग) या 87.65 हेक्टर (लगभग) ब्लॉक-2 में 59.80 एकड़ (लगभग) या 24.20 हेक्टर (लगभग) ब्लॉक-3 में, 13.85 एकड़ (लगभग) या 5.60 हेक्टर (लगभग) ब्लॉक-4 में 21.65 एकड़ (लगभग) या 8.76 हेक्टर (लगभग) है; और

(ख) इससे संलग्न अनुसूची "ख" में वर्णित भूमि, जिसका माप ब्लॉक-5 में 11.35 एकड़ (लगभग) या 4.59 हेक्टर (लगभग), ब्लॉक-6 में, 31.50 एकड़ (लगभग) या 12.79 हेक्टर (लगभग) है, में खनिजों के खनन, उत्खनन, खोजने और खोजने, उन्हें प्राप्त करने, खुदाई करने और ले जाने के अधिकार ।

टिप्पण 1:—इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक का निरीक्षण उपायुक्त, गिरीडीह (बिहार) या कोयला नियंत्रक, 1, कार्डिनल हाउस स्ट्रीट, कलकत्ता या सेंट्रल कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), दरभंगा हाउस, रांची (बिहार) के कार्यालय में किया जा सकता है ;

टिप्पण 2:—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध:—

अर्जन के प्रति आक्षेप:—“8 (1) किसी ऐसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना जारी की गई है, हितवृद्ध कोई व्यक्ति, अधिसूचना जारी की जाने के तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों के अर्जन के प्रति आक्षेप कर सकेगा ।

स्पष्टीकरण:—इस धारा के अंतर्गत यह आक्षेप नहीं माना जाएगा कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं

खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए ।

(2) उपधारा (1) के अधीन प्रत्येक आक्षेप सक्षम प्राधिकारी को निम्नलिखित रूप में किया जाएगा और सक्षम प्राधिकारी आक्षेपकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का प्रवसर देगा और ऐसे सभी आक्षेपों को सुनने के पश्चात् और ऐसी प्रतिरिक्त जांच यदि कोई है, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आक्षेपों पर अपनी सिकारियां और उनके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिर्णय के लिए देगा ।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितवृद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या ऐसी भूमि में या उस पर अधिकार इस अधिनियम के अधीन अर्जन कर लिए जाते ।”

टिप्पण : 3 केन्द्रीय सरकार ने, कोयला नियंत्रक, 1, कार्डिनल हाउस स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है ।

अनुसूची “क”

माकोली ब्लॉक

पूर्वी बोकारो कोयला क्षेत्र

जिला : गिरीडीह (बिहार)

डाइंग सं. राजस्व/7/86

तारीख 3-2-1986

(जिसमें अर्जित की जाने वाली भूमि वर्णित की गई है)

ब्लॉक-1					सभी अधिकार
क्र. क्रम	धाना	धाना	जिला	क्षेत्र	टिप्पणियां
सं.					
1	2	3	4	5	6
1. माकोली	नवाडीह	69	गिरीडीह	216.75	भाग
	(बेरमो)				
कुल क्षेत्र:—216.75 एकड़ (लगभग)					
या 87.71 हेक्टर (लगभग)					

माकोली ग्राम में अर्जित किए जाने वाले प्लॉट सं. :—1 (भाग), 118 (भाग), 119 (भाग),

सीमा वर्णन ब्लॉक 1 :

क-ख	रेखा माकोली ग्राम में प्लॉट सं. 1, 119 से होकर जाती है (जो नई चयन की गई छोरी कोयला खान के साथ सम्मिलित सीमा का भागरूप है) ।
ख-ग	रेखा माकोली ग्राम में दामोदर नदी की उत्तरी सीमा के भाग के साथ साथ जाती है ।
ग-घ	रेखा माकोली ग्राम में, प्लॉट सं. 118 से होकर जाती है (जो नई चयन की गई छोरी कोयला खान के साथ सम्मिलित सीमा का भागरूप है) ।

छ-इ-व-छ रेखा माकोली ग्राम में प्लाट नं. 118, 119 और 118 से होकर जाती है (जो प्लाट-6 खान अग्रहार क्षेत्र की सम्मिलित सीमा बनाती है)।

छ-ज रेखा माकोली ग्राम के प्लाट नं. 118, 119 और 1 से होकर जाती है (जो नई चवन की गई छोरी कोयला खान के साथ सम्मिलित सीमा का भागफल है)।

ज-क रेखा माकोली ग्राम में प्लाट नं. 1 से होकर जाती है (जो नई चवन की गई छोरी कोयला खान के साथ सम्मिलित सीमा का भागफल है)।

ब्लॉक- 2 सभी अधिकारी

क्र.सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र	टिप्प- णियाँ
1.	माकोली	नवासीह (वेरगो)	69	गिरीडीह	59.80	धाग
<p>कुल क्षेत्र: 59.80 एकड़ (लगभग) या 24.20 हेक्टर (लगभग)</p>						

प्रजित किए जाने वाले प्लेट सं.

107 (भाग), 108 से 113, 118 (भाग), 119 (भाग).

सीमा वर्णन ग्लाक 2:—

अ-अ रेखा माकोली ग्राम के प्लाट सं. 119, 118 से होकर जाती है (जो ब्लॉक 5 के खसम अधिकार क्षेत्र के साथ सम्मिलित सीमा बनाती है) ;

अ-उ रेखा माकोली ग्राम के प्लाट सं. 118 और 119 से होकर जाती है (जो नई चयन की गई धोरी कोयला खान के साथ सम्मिलित सीमा का भाग रूप है) ;

उ-उ-उ रेखाएं माकोली ग्राम के प्लाट सं. 119 से होकर जाती हैं (जो नई चयन की गई धोरी कोयला खान के साथ सम्मिलित सीमा का भागरूप है),

उ-अ रेखा माकोली ग्राम के प्लाट सं. 119, 107 और 119 से होकर जाती है (जो उक्त अधिनियम की धारा 9 की उपधारा (1) के अधीन गुंजरडीह ब्लॉक के लिए अर्जित क्षेत्र की सम्मिलित सीमा का भागरूप है),

ब्लॉक-3 सभा अधिकार

क्र. घाम सं.	थाना	थाना सं.	जिला	क्षेत्र	टिप्पणियां
1	2	3	4	5	6
1.	याकोली नवाडीह (बेरमो)	69	गिरी-डीह	13.85	भाग
कुल क्षेत्र : 13.85 एकड़ (लगभग)					
या 5.60 हेक्टर (लगभग)					

अर्जित किए जाने वाले प्नाट सं. :

1 (भाग) श्रीर 119 (भाग)

सीमा वर्णन :

रेखा माकोली ग्राम के प्लॉट सं. 1 और 119 से होकर जाती है (जो नई चयन की गई छोटी कोयला खान की सम्मिलित सीमा का भागरूप है)

त-ब रेखा माकोली ग्राम के प्लॉट सं. 1 से होकर जाती है (जो खनन अधिकार ब्लॉक सं. 5 की सम्मिलित सीमा का भाग रूप है) ।

ब्लॉक-4 सभा अधिकार

क्र. सं.	ग्राम थाना	थाना सं.	जिला	क्षेत्र	टिप्पणियां
1	2	3	4	5	6
1.	माकोली नवाडीह (बेरमो)	69	गिरी-डीह	21.65	एकड़ भाग
<p>कुल क्षेत्र : 21.65 एकड़ (लगभग) या 8.76 हेक्टर (लगभग)</p>					

अर्जित किए जाने वाले प्वाट सं. :—118 (भाग),

सीमा वर्णन ब्लॉक-4

ध-इ-ध रेखाएँ माकोली ग्राम के प्लाट सं. 118 से होकर जाती हैं (जो ब्लॉक 6 खनन अधिकार की सम्मिलित सीमा का भाग रूप है),

ध-न-प रेखाएँ माकोली ग्राम के प्लाट सं. 118 से होकर जाती हैं (जो नदी चयन की गई छोटी खान के साथ सम्मिलित सीमा का भागरूप है)।

प-ध रेखा माकोली ग्राम के प्लाट सं. 118 से होकर जाती है (जो नदी चयन की गई छोटी खान की सम्मिलित सीमा का भागरूप है),

अनुसूची "ख"

**ब्लॉक-5** **स्वतंत्र अधिकार**

उन भूमियों को वशति हुए जिनमें खनिजों के खनन, उत्खनन, बेधन, खोदने और खोजने, उन्हें प्राप्त करने, खुदाई करने और ले जाने का अधिकार अर्जित किया जाता है ।

क्र. प्रा. सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र	टिप्पणियां
1	2	3	4	5	6	
1.	माकोली	नवाखीह (बेरमो)	69	गिरी- खीह	11.35	भाग
कुल क्षेत्र : 11.35 एकड़ (लगभग) या 4.59 हेक्टर (लगभग)						

अर्जित किए जाने वाले प्लॉट सं. :—1 (भाग), 118 (भाग), 119 (भाग),

सीमा वर्णन ब्लॉक 5 :—

त-ण रेखा माकोली ग्राम के प्लॉट सं. 1 और 119 से होकर जाती है (जो ब्लॉक 3 सभी अधिकारी की सम्मिलित सीमा का भागरूप है)

ण-अ रेखा माकोली ग्राम के प्लॉट सं. 119 और 118 से होकर जाती है (जो नई चयन की गई घेरी कोयला खान की सम्मिलित सीमा का भागरूप है)

अ-स रेखा माकोली ग्राम के प्लॉट सं. 118, 119 से होकर जाती है (जो ब्लॉक 2 सभी अधिकार की सम्मिलित सीमा का भागरूप है)

स-क-न रेखा माकोली ग्राम के प्लॉट सं. 119 और 1 से होकर जाती है (जो उक्त अधिनियम की धारा 9 की उपधारा (1) के अधीन अर्जित गुजरडीह ब्लॉक की सम्मिलित सीमा का भागरूप है)

ब्लॉक 6 खनन अधिकार

क्र. सं.	ग्राम	शाना	शाना सं.	जिला	क्षेत्र	टिप्पणियाँ
1	2	3	4	5	6	
1.	माकोली	नयाडीह (बेरमो)	69	गिरि-डीह	31.60	भाग
कुल क्षेत्र: 31.60 एकड़ (लगभग)						
या 12.79 हेक्टर (लगभग)						

अर्जित किए जाने वाले प्लॉट सं. :—118 (भाग),  
सीमा वर्णन ब्लॉक 6

छ-च-ड-प रेखा माकोली ग्राम के प्लॉट सं. 118, 119 और 118 से होकर जाती है (जो ब्लॉक-1 सभी अधिकार की सम्मिलित सीमा का भागरूप है)

च-अ रेखा माकोली ग्राम के प्लॉट सं. 118 से होकर गुजरती है (जो नई चयन की गई घेरी कोयला खान के साथ सम्मिलित सीमा का भागरूप है)।

अ-द-य रेखा माकोली ग्राम के प्लॉट सं. 118 से होकर जाती है (जो खनन अधिकार ब्लॉक 4 की सम्मिलित सीमा का भागरूप है)

य-छ रेखा माकोली ग्राम के प्लॉट सं. 118 से होकर जाती है (जो नई चयन की गई घेरी कोयला खान की सम्मिलित सीमा का भागरूप है)।

[F. 43015/13/85-सी. ई. ए.]

समय सिंह, प्रवर सचिव,

## MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 25th August, 1986

S.O. 3099.—Whereas by the Notification of the Government of India, in the late Ministry of Steel, Mines and Coal (Department of Coal) No. S.O. 4777 dated the 25th September, 1985 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act),

the Central Government gave notice of its intention to prospect for coal in 355.00 acres (approximately) or 143.26 hectares (approximately) of the lands in the locality specified in the Schedule annexed to that notification (hereinafter referred to as the said lands);

And whereas the Central Government is satisfied that coal is obtainable in the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire :

- the land measuring 216.75 acres (approximately) or 87.65 hectares (approximately) in block I, 59.80 acres (approximately) or 24.20 hectares (approximately) in block II, 13.85 acres (approximately) or 5.60 hectares (approximately) in block III, 21.63 acres (approximately) or 8.76 hectares (approximately) in block IV described in schedule 'A' appended hereto; and
- the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land measuring 11.35 acres (approximately) or 4.59 hectares (approximately) in block V, 31.60 acres (approximately) or 12.79 hectares (approximately) in block VI, described in schedule 'B' appended hereto.

Note 1. The plan of the area covered by this notification may be inspected in the office of the Deputy Commissioner, Giridih (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Central Coalfields Limited, (Revenue Section), Darbhanga House, Ranchi (Bihar),

Note 2. Attention is hereby invited to the provisions of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), which provides as follows :—

### Objection to acquisition:—

"(10) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation.—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such operations should not be undertaken by the Central any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land or make different reports in respect of different parcels of such land or of rights in or over such land, on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3 The Coal Controller, 1, Council House Street, Calcutta has been appointed by the Central Government as the competent authority under the said Act.

## SCHEDULE 'A'

## Makoli Block

East Bokaro Coalfield

District : Giridih (Bihar)

Drg. No. Rev/7/86

Dated 3-2-86

(Showing lands to be acquired)  
All rights

## Block—I

Serial Number	Village	Thana	Thana number	District	Area	Remarks
1.	Makoli	Nawadih (Bermo)	69	Giridih	216.75	Part

Total area : 216.75 acres (approximately),  
or 87.71 hectares (approximately).

Plot numbers to be acquired in village Makoli :—

1 (Part), 118 (Part), 119(Part).

Boundary description Block 'I' :

- A-B line passes through plot nos. 1,119 in village Makoli (which form part common boundary with New Selected Dhori Colliery).
- B-C line passes along the part northern boundary of Damodar River in village Makoli.
- C-D line passes through plot number 118 in village Makoli (which forms part common boundary with New Selected Dhori Colliery).
- D-E-F-G lines pass through plot numbers 118, 119 & 118 in village Makoli (forms common boundary of Block VI Mining Rights area).
- G-H line passes through plot numbers 118, 119 & 1 of village Makoli (which forms common boundary with New Selected Dhori Colliery.)
- H-A line passes through plot no. 1 in village Makoli (which forms part common boundary with New Selected Dhori Colliery).

## Block II

All rights

Serial Number	Village	Thana	Thana number	District	Area	Remarks
1.	Makoli	Nawadih (Bermo)	69	Giridih	59.80	Part

Total area : 59.80 acres (approximately),  
or 24.20 hectares (approximately).

Plot numbers to be acquired :—

107(Part), 108 to 113, 118(Part), 119(Part).

Boundary description Block—II

- I-J line passes through plot numbers 119, 118 of village Makoli (which forms common boundary with Mining Rights area of Block—V).
- J-K line passes through plot numbers 118 & 119 of village Makoli (which forms part common boundary with New Selected Dhori Colliery).
- K-L-M lines pass through plot numbers 119 & of village Makoli (which forms part common boundary with New Selected Dhori Colliery).
- M-I line passes through plot numbers 119, 107 and 119 of the village Makoli (which forms part common boundary of the area acquired under sub-section (1) of section 9 of the said Act for Gunjardih Block).



Block V			Mining rights. Showing lands where mines, bore, dig, and surch for win work and carry away minerals are to be acquired.			
Serial number	Village	Thana	Thana number	District	Area	Romarks
1.	Makoli	Nawadih (Bermo)	69.	Giridih	11.35	Part
			Total area :— 11.35 acres (approximately) or 4.59 hectares. approximately).			

Plot numbers to be acquired :—1 (Part), 118(Part), 119(Part).

Boundary description Block V :

- P-O line passes through plot numbers 1 and 119 of village Makoli (which forms part common boundary of Block III All Rights).
- O-J line passes through plot numbers 119 & 118 of village Makoli (which forms common boundary of New Selected Dhoori Colliery).
- J-I line passes through plot numbers 118, 119 of village Makoli (which forms part common boundary of Block—II All Rights).
- I-V-P lines pass through plot numbers 119 & 1 of village Makoli (which forms part common boundary of Gunjardih Block acquired under sub-section (i) of section 9 of the said act.

## Block VI

## Mining Rights

Serial number	Village	Thana	Thana number	District	Area	Remarks
1.	Makoli	Nawadih	69 (Bermo)	Giridih	31.60	Part

Total area : 31.60 acres (approximately)  
or 12.79 hectares (approximately)

Plot number to be acquired :—(118 Part).

Boundary description of Block VI :

- G-F-E-D lines pass through plot numbers 118, 119 & 118 of village Makoli (which forms part common boundary of Block I all rights..)
- D-S line passes through of plot number 118 of village Makoli (which forms part common boundary with New Selected Dhoori Colliery).
- S-R-Q lines pass through plot number 118 of village Makoli (which forms part common boundary of Mining Rights Block IV).
- Q-G line passes through plot number 118 of village Makoli (which forms part common boundary of New Selected Dhoori Colliery).

[No. 43015/15/85-CA]

SAMAY SINGH, Under Secy.

### राष्ट्र और नागरिक प्रति संश्लेष

(नागरिक प्रति विभाग)


भारतीय मानक संस्था

नई दिल्ली, 12 अगस्त, 1986

का. प्रा. 3100:—भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम, 1955 के विनियम 4 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिमूर्चित किया जाता है कि निम्नलिखित मानक चिह्न, जिसका डिजाइन तथा डिजाइन संबंधी शाब्दिक विवरण और सम्बद्ध भारतीय मानक के शीर्षक नीचे अनुसूची में दिए व्यौरों में दिए गए हैं, निर्धारित कर दिया गया है।

यह मानक चिह्न भारतीय मानक संस्था (प्रमाणन मुहर) अधिनियम, 1952 और इसके अधीन बने नियमों तथा विनियमों के निमित्त 1985-07-16 से लागू होगा।

#### अनुसूची

क्रम सं.	मानक चिह्न का डिजाइन	उत्पाद/उत्पाद की श्रेणी	सम्बन्धी भारतीय मानक की संख्या और, मानक चिह्न के डिजाइन का शाब्दिक विवरण शीर्षक	
(1)	(2)	(3)	(4)	(5)
1.		शैतो स्टेरलाइजर (ड्रेसिंग ड्रम),	IS: 3831-1979 शैतो स्टेरलाइजर, (ड्रेसिंग ड्रम) की विशिष्टि, (दूसरा पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें स्तम्भ (2) में दिखाई गई निश्चित शैली और परस्पर सम्बन्ध अनुपात में 'ISI' प्रक्षर बनाए गए हैं; डिजाइन में दिखाये अनुसार मोनोग्राम के ऊपर भारतीय मानक की पद संख्या प्रकट है।

[सं. सी. एम. डी./13:9]

## MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)


## INDIAN STANDARDS INSTITUTION

New Delhi, the 12th August, 1986.

S.O. 3100.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Mark) Rules, 1955 the Indian Standards Institution, hereby, notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 1985-07-16.

## SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the design of the Standard Mark
1	2	3	4	5
1.		Sterilizer Shallow (Dressing Drum)	IS : 3831-1979-Specification for sterilizer shallow (dressing drum) (Second Revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being super-scribed on the top side of the monogram as indicated in the design.

[No. CMD/13 : 9]

का. प्रा. 3101:—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम, 1955 के नियम 4 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन 80 वाइसेंसों के विवरण नीचे अनुसूची में दिये गये हैं, वे वाइसेंसधारियों को मानक सम्बन्धी मुहर लगाने का अधिकार देने हुए सितम्बर, 1983 में स्वीकृत किये गये हैं।

## अनुसूची

क्रम वाइसेंस सं. (सी. एम./एल.) सं.	वैद्यता की अवधि से तक	वाइसेंसधारी का नाम और पता	पदनाम		
(1)	(2)	(3)	(4)	(5)	(6)
1. सी. एम./एल.-1231327 1 1984-03-01	83-09-16	84-09-15	बुलंद कमशियल (प्रा.) लि. 47 जी. टी. रोड, बेल्लूर, ब्रावड़ा (प. ब.), (कार्यालय: 76, काटन स्ट्रीट, कलकत्ता-700001)	IS : 7406 (भाग 2)-1980	
(1)	(2)	(3)	(4)	(5)	(6)
2. सी. एम./एल.-1231428, 1983-09-01	83-09-01	84-08-31	साहूवाला सिलिडर्स प्रा. लि., विशाखापटनम्, प्लॉट नं. 242, डी ब्लॉक, माटो नगर, विशाखापटनम् (कार्यालय: 38-30-94/1, हुसैन नगर, मेरीनाल्म विशाखापटनम्)	IS : 3196--1974	
3. सी. एम./एल.-1231529 1983-09-02	83-09-16	84-09-15	रिलायेंस सेलुलोस प्राइवेट लि., फेज 4, इंडस्ट्रियल डेवलपमेंट ऐरिया, पठानचेर-502320 जिला मेडक (आ. प्र.),	IS : 3520--1979	

(1)	(2)	(3)	(4)	(5)	(6)
4. सी. एम./एल.-1231630 1983-09-82	83-09-16	84-09-15	एथीमास केमिकल्स प्रा. लि., एच 2, एम. आर्डी. डी. सी. इंडस्ट्रियल एरिया, तालुक तलोना, पानवेल, जिला रायगड, (गुहागट्ट) (कार्यालय : 2, शीतल वर्शन, लेडी जमशेव जी रोड, महीम, बम्बई-400010).	IS : 4766--1968	
5. सी. एम./एल.-1231731 1983-09-05	83-09-16	84-09-15	रिलायेबल (फायर प्रोटेक्शन) इंडस्ट्रीज, 22, सरदार प्रताप सिंह इंडस्ट्रियल इस्टेट, सं. 3, लाल बहादुर शास्त्री मार्ग, भद्रप, बम्बई-400078	IS : 2171--1976	
6. सी. एम./एल.-1231632 1983-09-05	83-09-16	84-09-15	शिवु एंटरप्राइजेज, गांधी मार्ग, जगाधारी-135003 (हरियाणा)	IS : 1660 (भाग 2)--1967	
7. सी. एम./एल.-1231933 1983-09-05	83-09-16	94-09-15	श्री लक्ष्मी एण्ड कं., ई-12 और 13, इंडस्ट्रियल इस्टेट, धुवाकांडी, तिरुचिरापल्ली	IS : 4948--1974	
8. सी. एम./एल.-1231026 1983-09-05	83-09-16	84-09-15	स्टीनेज इंडस्ट्रीज लि. प्लाट सं. 98-बी (एन. पी.) इंडस्ट्रियल इस्टेट, मद्रास-600098	IS : 4947--1977	
9. सी. एम./एल.-1232127 1983-09-05	83-09-16	84-09-15	त्रिवेणी वायर एण्ड इंडस्ट्रीज (प्रा.) लि. प्लाट सं. बी 12 और 13, सेक्टर 4, नोएडा, जिला गाजियाबाद (उ. प्र.)	IS : 398 (भाग 1)--1976	
10. सी. एम./एल.-1232228 1983-09-05	83-09-16	84-09-15	त्रिवेणी वायर एण्ड इंडस्ट्रीज (प्रा.) लि. प्लाट सं. बी. 12 और 13, सेक्टर 4, नोएडा, जिला गाजियाबाद (उ. प्र.)	IS : 398 (भाग 1)-1976	
11. सी. एम./एल.-1232329 1983-09-08	83-09-16	84-08-31	मुल्सुर इंजीनियर्स (प्रा.) लि. ए-1-2107, जी. आर्डी. डी. सी., हूलोन, जिला पंचमहल, गुजरात	IS : 3196--1974	
12. सी. एम./एल.-1232430 1983-09-08	83-09-01	84-08-31	इयूरेबल एप्लायसेज (प्रा.) लि., 35, डी. एल. एफ. इंडस्ट्रियल इस्टेट, फरीदाबाद 121003 (हरियाणा)	IS : 3146--1978	
13. सी. एम./एल.-1232531 1983-09-08	83-09-01	84-08-31	इयूरेबल एप्लायसेज (प्रा.) लि., 35, डी. एल. एफ. इंडस्ट्रियल इस्टेट, फरीदाबाद-121003 (हरियाणा)	IS : 4760--1979	
14. सी. एम./एल.-1232632 1983-09-08	83-09-16	84-09-15	न्यू पांचाल इंजी. वर्क्स, दरियापुर चार रास्ता, अश्रमदाबाद-380001	IS : 4246--1978	
15. सी. एम./एल.-1232733 1983-09-09	83-09-16	84-09-15	साउथर्न इन्वेस्टीमेंट्स एण्ड फर्टीलाइजर्स, 1 ए/2, इंडस्ट्रियल इस्टेट, अम्बाला, मद्रास-600098 (कार्यालय : सोफिन हाउस, डाक बक्स सं. 490, थर्ड फ्लोर, पारस कमर्शियल कम्प्लेक्स जेमिनि स्टुडियो, मद्रास-600006	IS : 562--1978	
16. सी. एम./एल.-1232834 1983-09-09	83-09-16	84-09-15	साउथर्न इन्वेस्टीमेंट्स एण्ड फर्टीलाइजर्स, 1 ए/2, इंडस्ट्रियल इस्टेट, अम्बाला, मद्रास-600098, (कार्यालय : सोफिन हाउस, डाक बक्स सं. 390, थर्ड फ्लोर, पारस कमर्शियल कम्प्लेक्स जेमिनि स्टुडियो, मद्रास-600006)	IS : 2865--1978	
17. सी. एम./एल.-1232935 1983-09-09	83-09-16	84-09-15	नेशनल इंजीनियरिंग इंडस्ट्रीज लि. (रबड़ डिविजन) 2, बीरपारा लेन, डमडम, कलकत्ता-700030.	IS : 3735--1966	

(1)	(2)	(3)	(4)	(5)	(6)
18. सी. एम./एल.-12323028 1983-09-11	83-09-16	84-09-15	श्री विष्णु रोलिंग मिल्स, 2, कुमार पारा लेन, लिलुहा, हावड़ा (कार्यालय : 205, रबीन्द्र सरानी, कमरा सं. 79, (फूल कटड़ा), कलकत्ता-700007)।	IS : 1977--1975	
19. सी. एम./एल.-1233129 1983-09-11	83-09-16	84-09-15	श्री विष्णु रोलिंग मिल्स, 2, कुमार पारा लेन, लिलुहा, हावड़ा (कार्यालय : 205, रबीन्द्र सरानी, कमरा सं. 79, (फूल कटड़ा), कलकत्ता-700007)	IS : 226--1975	
20. सी. एम./एल.-1233230 1983-09-12	83-10-01	84-09-30	रसान डिजिटैल्स प्रा. लि., बहादुरगढ़-147021 जिला पटयाला (पंजाब) (कार्यालय : भासवा विक्कबर प्लेस, पटियाला)	IS : 8180--1982	
21. सी. एम./एल.-1233331 1983-09-11	83-09-16	94-09-15	श्री विष्णु रोलिंग मिल्स, 2, कुमार पारा लेन, लिलुहा, हावड़ा (कार्यालय : 205, रबीन्द्र सरानी कमरा सं. 79 (फूल कटड़ा) कलकत्ता-700007)	IS : 1786--1979	
22. सी. एम./एल.-1233432 1983-09-05	83-09-16	84-09-15	प्रकाश इंडस्ट्रियल कार्पोरेशन, बी-73, ए मायापुरी इंडस्ट्रियल एरिया, फेज-1, नई दिल्ली-110064,	IS : 8931-1978	
23. सी. एम./एल.-1233533 1983-09-09	83-09-16	84-09-15	एक्सेस्ट सेमीटेशन (इंडिया) बी 55, बजीरपुर ग्रुप इंडस्ट्रियल एरिया, दिल्ली-110052	IS : 779--1978	
24. सी. एम./एल.-1233634 1983-09-12	83-09-16	84-09-15	डी. आर. कुमार ब्रदर्स, 1/1 मानेसर रोड, गुडगांव (हरियाणा)	IS 8934--1978	
25. सी. एम./एल.-1233735 1983-09-11	83-10-01	84-09-30	निष्पन्न इलेक्ट्रॉनिक्स (ई) लि. बूल टेम्पल रोड, बंगलौर, बंगलौर-560019	IS 2834--1964	
26. सी. एम./एल.-1233836 1983-09-11	83-10-01	84-09-80	परफेक्ट कैपेसिटर्स, संत नगर प्लाट सं. 80 मतोओ ग्रामपंचायत, पूणे	IS 2834--1964	
27. सी. एम./एल.-1233937 1983-09-11	83-10-01	84-09-30	मिको फार्म केमिकल, लि. मेट्टूर डेम, रेलवे स्टेशन सीलम जिला तमिलनाडु-638402 (कार्यालय 165-पम्पुचेट्टी स्ट्रीट लोटस कोर्ट, मद्रास-600001)	IS 4323--1980	
28. सी. एम./एल.-1234030 1983-09-11	83-10-01	84-09-30	भारत सेमिनोटिंग कार्पो., 124 बी बी. एल. शाह रोड, कलकत्ता-700053 (कार्यालय 4 विनेगांग स्ट्रीट, कलकत्ता-700001)	IS 7408 (भाग 1)--1974	
29. सी. एम./एल.-1234131 1983-09-12	83-09-16	84-09-15	डी. आर. कुमार ब्रदर्स 1/1 मानेसर रोड गुडगांव (हरियाणा)	IS 8931--1978	
30. सी. एम./एल.-1234232 1982-09-12	83-09-16	84-09-15	प्रकाश इंडस्ट्रियल कार्पो., बी-73 ए मायापुरी इंडस्ट्रियल एरिया फेज-1 नई दिल्ली-110064	IS 8934--1978	
31. सी. एम./एल.-1234333 1983-09-12	83-10-01	84-09-30	बी. एल. इंडस्ट्रीज 64-65 इंडस्ट्रियल एरिया मंडीझीप जिला रायसीन (म.प्र.)	IS 4322--1967	
32. सी. एम./एल.-1234434 1983-09-14	83-10-01	84-09-30	भारत प्रेक्स एण्ड वाल्स लि. 22 गोमरा रोड कलकत्ता-700014	IS 3196--1974	
33. सी. एम./एल.-1234535 1983-09-14	83-09-16	84-09-15	किशन टूलिंग गांव बाभ रोहतक भिवानी रोड रोहतक-124001 (हरियाणा)	IS 4246--1978	

1	2	3	4	5	6
34. सी एम/एल-1234636 1983-03-01	83-09-16	84-09-15	अग्रवाल जनरल इंजीनियरिंग वर्क्स प्रा. लि., जयपुर सी-176 रोड सं. 9 जे, विश्वकर्मा इंडस्ट्रियल एरिया जयपुर	IS 398 (भाग 2)—1976	
35. सी एम/एल-1234737 1983-09-14	83-09-16	84-09-15	अजन्ता द्यूक्स लि., जेम इंडस्ट्रियल इस्टेट, हापुड रोड गाजियाबाद (उ.प्र.)	IS 4985—1981	
36. सी एम/एल 1234818 1983-09-14	83-09-01	84-08-31	लक्ष्मी सोमेट (ए. बिजिनेस ओफ स्टू प्रॉडक्ट लि.), जे. के. पुरम, सिरोही रोड जिला सिरोही (राज.)	IS 1480—1976	
37. सी एम/एल-1234939 1983-09-14	83-09-16	84-09-15	कवस्तरी सिंग्स फैब्रीकेशन कं., प्लॉट सं. 15, सेक्टर 6, फरीदाबाद-126006	IS 1135—1973	
38. सी एम/एल 1235032 1983-09-14	83-10-01	84-09-30	एकनालक पैन्ट्स, नजफगढ़ रोड, मई दिल्ली-110015	IS 5660—1970	
39. सी एम/एल-1235137 1983-09-14	83-10-01	84-09-30	न्यू जनता मेटल वर्क्स, हाइवे मेट्रोपॉलिटन के पास रबडल (तालुकहोड) (कार्यालय विजय टाकोज के पास स्टेशन रोड, बहोड-389151)	IS 1537—1976	
40. सी एम/एल-1235234 1983-09-15	83-10-01	84-09-30	पेस्ट केमिकल कं., रोड नं. 26, केमिकल जोन, एम. घाई. डी. सी. ग्रामरताथ-420501, घाता (कार्यालय 17, अलीराड, प्लॉट सं. 40, सड़क नं. 2, सियान पूर्व, बंबई)	IS 4323—1980	
41. सी एम/एल-1235335 1983-09-19	83-09-16	84-09-15	सुप्रीम इंडस्ट्रीज लि., प्लॉट सं. डी., 101, एम घाई डी सी एरिया, जलगांव	IS 4985—1981	
42. सी एम/एल-1235436 1983-09-19	83-10-01	84-09-30	मार्बल स्टील इंडस्ट्रीज, जी. टी. रोड, लाल कुआं, हैवी इंडस्ट्रियल एरिया, नं. 1, गाजियाबाद (उ.प्र.)	IS 1726 (भाग 2)—1974	
43. सी एम/एल-1235537 1983-09-19	83-09-16	84-09-15	विकास पादप इंडस्ट्रीज, बासूगढ़ कैंट (उ.प्र.)	IS 458—1971	
44. सी एम/एल-1235638 1983-09-19	83-01-01	84-09-30	दयाल स्तुन पादप (प्रा.) लि., फिसी 10, दिल्ली रोड, परतापुर (मेरठ)	IS 456—1971	
45. सी एम/एल-1235739 1983-09-19	83-01-01	84-09-30	मैलीबल आयरन मैन्यु. बेरोपुरम दिल्ली रोड, अजन्ता सिनेमा के पीछे, मेरठ (कार्यालय 518 प्रह्लाद बाटिका मेरठ ग्राहुर (उ.प्र.)	IS 1879 (भाग 2, 3, 4)— 1975	
46. सी एम/एल-1235840 1983-09-19	83-10-01	84-09-30	फिस्टर्ज (इंडिया), 37-गढ़ रोड, मेडलीकल कालेज के सामने मेरठ (कार्यालय—246, गांधी नगर, गढ़ रोड, नन्दन सिनेमा के सामने, मेरठ-250002)	IS 3169—1965	
47. सी एम/एल-1235941 1983-09-69	83-09-16	84-09-15	महाराष्ट्रा स्टील रोलिंग मिल्स, 141/142/143, स्पास फैक्टरी एरिया, बंदोरा रोड, नागपुर-440008	IS 1786—1979	

1	2	3	4	5	6
48. सी.एम./एल-1236034 1983-09-19	83-10-01	84-09-30	सातवर्न इलेक्ट्रीसाइड एण्ड कर्टीलाइजर्स 17/2 इंडस्ट्रियल इस्टेट, अम्बातपुर मद्रास (कार्यालय "साफिन हाउस" डाक बक्स 490, तीसरा तल पार्सन कमिश्नरियल कम्प्लेक्स जेमिनि स्टूडियो कैम्पस मद्रास-600006)	IS : 4323--1980	
49. सी.एम./एल-1236135 1983-09-20	83-01-01	84-09-30	टी गार्डन एण्ड मिल स्टोर्स, 14 रानी हर्षमुखी रोड, कलकत्ता-700002	IS : 10 (भाग 4)-- 1976	
50. सी.एम./एल-1236236 1983-09-20	83-10-01	84-09-30	प्रेम इलेक्ट्रिकल कंस्ट्रक्शंस (मद्रास) प्रा. लि. प्लॉट 2, 37 ग्रकॉट रोड, डा. बक्स 2256, मद्रास 600026	IS : 398 (भाग 1)--1967	
51. सी.एम./एल-1236337 1983-09-20	83-10-01	84-09-30	„ „ „	IS : 398 (भाग 2)--1967	
52. सी.एम./एल-1236438 1983-09-21	83-01-01	84-09-30	जे. एन. साकेटोस सीमेंट पाव्पर वर्क्स गांव धामडोला शाकवर अजनाड़ा त. किष्ठा, जिला नेमोलाल	IS : 458--1971	
53. सी.एम./एल-1236539 1983-09-21	83-09-16	84-09-65	एसोसिएटेड केमिकल्स एण्ड मैकेनिकल इंजीनियर्स प्रा. लि. 58/सी (एन पी) सिडको इंडस्ट्रियल अम्बातपुर मद्रास-600098 (कार्यालय ए-62 अमा नगर मद्रास-600102)	IS : 3196-- 1974	
54. सी.एम./एल 1236640 1983-09-21	83-10-01	84-09-30	बंगलौर पेस्ट्रीसाइड्स लि. 16वां किमी दुमकुर रोड, बंगलौर-560073 (कार्यालय 33 संकई रोड, कास बंगलौर-560052)	IS : 8074-- 1976	
55. सी.एम./एल 1236741 1983-09-21	83-10-01	84-09-20	वेस्टर्न कार्पोरेशन एल-26 इंडस्ट्रियल टाउन जालन्धर-149001 (पंजाब)	IS : 417 (भाग 2)--1974	
56. सी.एम./एल 1236842 1983-09-20	83-10-06	83-09-80	अजयसा आयर्न एण्ड स्टील कं. प्रा. लि. 1439-40 लोनी रोड शापेवरा बिल्डी-32	IS : 1729--1979	
57. सी.एम./एल-1236943 1983-09-22	83-10-01	84-09-30	अलंकार सेल्स कार्पोरेशन ए-8 मिलमिल इंडस्ट्रियल एरिया शाहवरा, दिल्ली-1100032	IS : 1554 (भाग I)--1976	
58. सी.एम./एल-1237036 1983-09-22	83-10-01	84-09-30	„ „ „	IS : 694--1977	
59. सी.एम./एल-1237177 1983-09-22	83-10-01	84-09-30	मैसोलाइड लमिनरीज इंडस्ट्रीज, 6/ए कोरावंगल इंडस्ट्रियल ले-आउट बंगलौर-560034	IS : 6014 (भाग 1)--1974	
60. सी.एम./एल 1237238 1983-09-22	83-10-01	84-09-30	विद्युत्तम प्राइवेट (इ.) 90-ए कोरेन राय रोड (ईस्ट). कलकत्ता-700041	IS : 1838-- 1961	
61. सी.एम./एल 1237339 1983-09-22	83-10-01	84-09-30	सुमिया फेल्ड इंडस्ट्रीज 97/1 फोरशोर रोड, हावड़ा-2	IS : 1322--1970	
62. सी.एम./एल-1237440 1983-09-26	83-10-16	84-10-15	साउदर्न इलेक्ट्रो लि. प्लॉट सं. 444, न्यू इंडस्ट्रियल डेवलपमेंट एरिया, विशाखापटनम-530012	IS : 814(भाग 1)--1974	
63. सी.एम./एल-1237541 1983-09-26	83-10-16	84-10-15	हिन्दुस्तान बिजो मैनु. कं. बकुलतला, बाल्डीबूरी हावड़ा (कार्यालय-11, कलाइव रो, तीसरी मंजिल फसरा सं. 1 कलकत्ता-700001)	IS : 804- 1967	

1	2	3	4	5	6
64	सीएम/एल-1237642 1983-09-26	83-10-01	84-09-30	क्लिपेस्ट प्रा. लि. 7 सी, इंडस्ट्रियल एरिया गोविन्दपुरा, भोपाल (म. प्र.) (कार्यालय तलवार हाउस, जी एम सी होस्टल रोड, भोपाल)	IS : 8029--1976
65	सीएम/एल-1237743 1983-09-26	83-10-16	84-10-15	पेस्टो केम इंडिया 320, कारवल नगर इंडस्ट्रियल एरिया, बजीराबाद रोड, दिल्ली-94 (कार्यालय 966-87 गली तालियाम दिल्ली-6)	IS : 4323--1980
66	सीएम/एल-1237844 1983-09-26	83-10-16	84-10-15	पेट एम्ब लैकर्स 17/1 बंड़ी घोसरोड कलकत्ता-800040 (प. बं.)	IS : 133--1975
67	सीएम/एल-1237945 1983-09-29	83-10-01	84-09-30	इंटरनेशनल पाइप वर्क्स 38/4, कि.मो. विल्लो रोहूतक रोड, जाबोबा-124607 (हरियाणा)	IS : 1239(भाग 2)--1969
68	सीएम/एल 1238038 1983-09-29	83-10-16	84-10-15	स्यू सेंट्रल जेट मिल्स कं. लि., (यूनिट एलीबियान) बज्ज-अ, 29 परगना (कार्यालय 18-ए बाबोने रोड, कलकत्ता-1)	IS : 2818(भाग 3)--1971
69	सीएम/एल-1238139 1983-09-29	83-10-16	84-10-15	नफर लम्ब जूट मिल्स कं. लि. कांकीनारा-743126 24 परगना, (प. बं.) कार्यालय 36, स्ट्रीट रोड, कलकत्ता-700001)	IS : 2580--1982
70	सीएम/एल-1238240 1983-09-29	83-10-16	84-10-15	बांडेज पैकेजिंग प्रा. लि. जी.टी. रोड 117/304 जी.टी. रोड, रावलपुर कानपुर (उ.प्र.)	IS : 7406(भाग 1)1980
71	सीएम/एल 1238341 1983-09-29	83-10-16	84-10-15	बेस्टम कार्पोरेशन एस-26 इंड. टाउन आलगा-144004 (पंजाब)	IS : 417 (भाग 3)--1974
72	सीएम/एल-1238442 1983-09-29	83-10-16	84-10-15	बी.टी. फंडकटर्स प्रा. लि. भोजपुरा ग्राम टोडागढ़ रोड ब्याबर	IS : 398 (भाग)--1976
73	सीएम/एल 1238543 1983-09-29	83-10-16	84-10-15	फैकली इंडिया 4-ए, ओर बागान सेन, कलकत्ता-700007	IS : 2641--1964
74	सीएम/एल 1238644 1983-09-29	83-10-16	84-10-15	शालीमार इलेक्ट्रॉनिक इंडस्ट्रीज "सीडर हाउस" 9-बी महाल इंडस्ट्रीयल महाकाली के.स रोड, अंधेरी (पूर्व), बम्बई-400093	IS : 1293--1967
75	सीएम/एल 1238745 1983-09-29	83-10-16	84-10-15	वेबी निर्दिग कं. 16 बड़ा बाजार गली तिरुपुर-638604 (त. म.) (कार्यालय पेरुमल कौल स्ट्रीट तिरुपुर)	IS : 4964--1980
76	सीएम/एल 1238846 1983-09-29	83-10-16	84-10-15	गुप्ता एण्ड कं. 84 एम गार्ड जी सी 15वीं गली मरोल अंधेरी, बम्बई-400093	IS : 4159--1976
77	सी.एम/एल 1238947 1983-09-29	83-10-16	84-10-15	एम. सुबेरेण्यन आश्रम मिक्लो-691002 (कार्यालय 23/26 बीज रोड पोस्ट बाक्स नं. 43 मिक्लो 691001)	IS : 916--1975
78	सी.एम/एल 1239040 1983-09-30	83-10-01	84-09-30	बी जी स्टील इंडस्ट्रीज जी आई जी सी इंडस्ट्रीयल इस्टेट, बटवा, ग्रहमबाबा-382445	IS : 1788--1979
79	सी.एम/एल 1239141 1983-09-29	83-10-16	84-10-15	नामधारी इंडो. वर्क्स, जी. टी. रोड बागना (मधियाना)	IS : 9020--1979
80	सीएम/एल 1239142 1983-09-30	83-10-16	84-10-15	विजु सरिया इंडो. इंडस्ट्रीज बी 55, मासिस्टिड प्रा. इंडस्ट्रियल इस्टेट, बालानगर हैदराबाद-500037	IS : 374--1974



S.O. 310].—In pursuance of subregulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulation, 1955, as amended from time to time, the Indian Standards Institution, hereby, notifies that eighty licences, particulars of which are given in the following Schedule, have been granted during the month of September 1983 authorising the licensees to use the Standard Marks :

## SCHEDULE

Sl. No.	Licence No. (CM/L-)	Period of Validity From To		Name and address of the licensee	IS : Designation
1	2	3	4	5	6
1.	CM/L-1231327 1984-03-01	83-09-16	84-09-15	Burlap Commercial (P) Ltd, 47, G.T. Road, Belur, Howrah (W.B.) (Office : 76, Cotton St, Calcutta-700001)	IS : 7406(Pt II)— 1980
2.	CM/L-1231428 1983-09-01	83-09-01	84-08-31	Sahuwala Cylinders Pvt. Ltd, Vishakhapatnam, Plot No. 242, 'D' Block, Auto Nagar, Visakhapatnam (Office : 38-30-94/1, Hussain Nagar, Merripalam, Visakhapatnam)	IS : 3196-1974
3.	CM/L-1231529 1983-09-02	83-09-16	84-09-15	Reliance Cellulose Products Limited, Phase IV, Indl. Development Area, Pantacheru-502320 Distt. Medak (AP)	IS : 3520-1979
4.	CM/L-1231630 1983-09-02	83-09-16	84-09-15	Agrimas Chemicals Pvt. Ltd, H-2, MIDC Industrial Area, Taloja Tal, Panvel, Distt. Raigad (Maharashtra) (Office 3 : 2, Sheetal Darshan, Lady Jamshedji Road, Mahim, Bombay-400016)	IS : 4766—1968
5.	CM/L-1231731 1983-09-05	83-09-16	84-09-15	Reliable (Fire Protection) Industries, 22, Sardar Pratap Singh Industrial Estate, No. 3, L.B. Shastri Marg, Bhandup Bombay-400078	IS : 2171—1976
6.	CM/L-1231832 1983-09-05	83-09-16	84-09-15	Shibu Enterprises Gandhi Marg, Jagadhari-135003 (Haryana)	IS : 1660 (Pt I)— 1967
7.	CM/L-1231933 1983-09-05	83-09-16	84-09-15	Shree Lakshmi & Co, E-12 & 13, Indl. Estate, Thuvakandi, Thiruchirapalli.	IS : 4948—1974
8.	CM/L-1232026 1983-09-05	83-09-16	84-09-15	Steelage Industries Ltd, Plot No. 98-B (N.P.) Industrial Estate, Macras-600098	IS : 4947—1977
9.	CM/L 1232127 1983-09-05	83-09-16	84-09-15	Triveni Wire & Inds (P) Ltd, Plot No. B-12 & 13 Sector IV, NOIDA, Distt Ghaziabad (UP).	IS : 398 (Pt I)— 1976
10.	CM/L-1232228 1983-09-05	83-09-16	84-09-15	-do-	IS : 398 (Pt II)— —1976
11.	CM/L-1232329 1983-09-08	83-09-01	84-08-31	Mullur Engineers (P) Limited, A-1-2107, G.I.D.C., Halol, Distt Panchmahals, Gujarat.	IS : 3196—1974
12.	CM/L-1232430 1983-09-08	83-09-01	84-08-31	Durable Appliances (P) Ltd., 35, DLF Industrial Estate, Faridabad-121003 (Haryana).	IS : 4246—1978
13.	CM/L-1232531 1983-09-08	83-09-01	84-08-31	-do-	IS : 4760—1979
14.	CM/L-1232632 1983-09-08	83-09-16	84-09-15	New Fanchal Engg. Works, Dariapur Char Rasta, Ahmedabad-380001	IS : 4246—1978
15.	CM/L-1232733 1983-09-09	83-09-16	84-09-15	Southern Insecticides & Fertilizers, 1A/2, Industrial Estate, Ambattur, Madras-600098 (Office : Sofin House, P.B. No.	IS : 562—1978

1	2	3	4	5	6
				490, Third Floor, Parsm-Commercial Complex, Gemini Studio Campus, Madras-600006	
16. CM/L-1232834 1983-09-09	83-09-16	84-09-15	-do-		IS : 2865—1978
17. CM/L-1232935 1983-09-09	83-09-16	84-09-15	National Engg. Inds. Ltd. (Rubber Division) 2, Beerpara Lane, Dumdum	Calcutta-700030	IS : 3735—1966
18. CM/L-1233028 1983-09-11	83-09-16	84-09-15	Shree Vishnu Rolling Mills, 2, Kumar para Lane, Liloah, Howrah (Office : 205, Rabindra Sarani, Room No. 79, (Phool Katra), Calcutta-700007).		IS : 1977—1975
19. CM/L-1233129 1983-09-11	83-09-16	84-09-15	-do-		IS : 226—1975
20. CM/L-1233230 1983-09-12	83-10-01	84-09-30	Rasan Detergents Pvt. Ltd., Bahadurgarh-147021 Distt Patiala (Punjab) (Office : Malwa Picture Place, Patiala .		IS : 8180—1982
21. CM/L-1233331 1983-09-11	83-09-16	84-09-15	Shree Vishnu Rolling Mills, 2, Kumarpara Lane, Liloah, Howrah (Office : 205, Rabindra Sarani, Room No. 79 (Phool Katra, Calcutta-700007		IS : 1786—1979
22. CM/L-1233432 1983-09-05	83-09-16	84-09-15	Parkash Industrial Corporation, B-73, A-Mayapuri Indl. Area, Phase-I, New Delhi-110064		IS : 8931—1978
23. CM/L-1233533 1983-09-09	83-09-16	84-09-15	Everest Sanitation (India), B-55, Wazirpur Group Indl. Area, Delhi-110052		IS : 779—1978
24. CM/L-1233634 1983-09-12	83-09-16	84-09-15	D.R. Kumar Brothers, 1/1, Manesar Road, Gurgaon (Haryana).		IS : 8934—1978
25. CM/L-1233735 1983-09-11	83-10-01	84-09-30	Nippon Electronics (I) Ltd., Bull Temple Road, Bangalore-560019.		IS : 2834—1964
26. CM/L-1233836 1983-09-11	83-10-01	84-09-30	Perfect Capacitors, Sant Nagar, Plot No. 80, Matoshree Arayeshwar, Pune.		IS : 2834—1964
27. CM/L-1233937 1983-09-11	83-10-01	84-09-30	Mico Farm Chemical Ltd., Mettur Dam, R.S. Salem Distt. Tamil Nadu-636402 (Office : No. 165, Thambuchetty Street, Lotus Court, Madras-60000)		IS : 4323—1980
28. CM/L-1234030 1983-09-11	83-10-01	84-09-30	Bharat Laminating Corpn., 124-AB, B. L. Saha Road, Calcutta-700053 (Office : 4 Synagogue Street, Calcutta-700001)		IS : 7406 (Pt I)—1974
29. CM/L-1234131 1983-09-12	83-09-16	84-09-15	D.R. Kumar Bros., 1/1, Manesar Road, Gurgaon (Haryana).		IS : 8931—1978
30. CM/L-1234232 1983-09-12	83-09-16	84-09-15	Parkash Indl. Corpn., B-73A, Mayapuri Indl. Area, Phase-I, New Delhi-110064		IS : 8934—1978
31. CM/L-1234333 1983-09-12	83-10-01	84-09-30	B.L. Industries, 64-65, Indl. Area, Mandideep, Distt Raisen (MP).		IS : 4322—1967
32. CM/L-1234434 1983-09-14	83-10-01	84-09-30	Bharat Brakes & Valves Ltd. 22, Gobra Road, Calcutta-700014		IS : 3196—1974
33. CM/L-1234535 1983-09-14	83-09-16	84-09-15	Kitchen Tools, Village Dobh, Rohtak Bhiwani Road, Rohtak-124001 (Haryana)		IS : 4246—1978
34. CM/L-1234636 1984-03-01	83-09-16	84-09-15	Aggarwal General Engg. Works Pvt. Ltd., Jaipur-C-176 Road No. 9-J, Vishwakarma Ind. Area, Jaipur.		IS : 398 (Pt II)—1976

1	2	3	4	5
35. CM/L-1234737 1983-09-14	83-09-16	84-09-15	Ajanta Tubes Ltd, Jain Indl. Estate, Hapur Road, Ghaziabad (UP).	IS : 4985—1981
36. CM/L-1234838 1983-09-14	83-09-01	84-08-31	Laxmi Cements (A Division of Straw Products Ltd. Jay Kay Puram, Sirohi Road, Distt. Sirohi (Rajasthan).	IS : 1480—1976
37. CM/L-1234939 1983-09-14	83-09-16	84-09-15	Kavantry Springs Fabrication Co., Plot No. 15, Sector 6, Faridabad-121006.	IS : 1135—1973
38. CM/L-1235032 1983-09-14	83-10-01	84-09-30	Aquolac Paints, 70, Najafgarh Road, New Delhi-110015.	IS : 5660—1970
39. CM/L-1235133 1983-09-14	83-10-01	84-09-30	New Janata Metal Works, Near High way Petrol Pump, Rabdal (Tal. Dahod) (Office : Near Vijay Talkies, Station Road, Dahod-389151)	IS : 1537—1976
40. CM/L-1235234 1983-09-15	83-10-01	84-09-30	Pest Chemi Co. Shed No. 26, Chemical Zone, MIDC, Ambarnath-420501 Thane (Office : 17 Ashiwad, Plot No. 40, Road No. 2, Sion East, Bombay)	IS : 4323—1980
41. CM/L-1235335 1983-09-19	83-09-16	84-09-15	Supreme Inds. Ltd. Plot No. D-101, MIDC Area, Jalgaon.	IS : 4985—1981
42. CM/L-1235436 1983-09-19	83-10-01	84-09-30	Northern Steel Ind., G.T. Road, Lal Quan, Heavy Indl. Area No. 1, Ghaziabad (UP).	IS : 1726 (Pt II)— 1974
43. CM/L-1235537 1983-09-19	83-09-16	84-09-15	Vikas Pipe Industry, Babugarh Cantt (UP)	IS : 458—1971
44. CM/L-1235638 1983-09-19	83-10-01	84-09-30	Dyal Spun Pipes (P) Ltd., KM-10, Delhi Road, Partapur (Meerut).	IS : 458—1971
45. CM/L-1235739 1983-09-19	83-10-01	84-09-30	Malleable Iron Mfg Co., Beripura, Delhi Road, Behind Ajanta Talkies, Meerut (Office : 518, Pralhad Batika, Meerut City (UP).	IS : 1879 (Pts II, III & IV)—1975
46. CM/L-1235840 1983-09-19	83-10-01	84-09-30	Filters (India). 37, Garh Road Opp. Medical College, Meerut (Office : 245 Gandhi Nagar, Garh Road Opp. Nandan Cinema, Meerut-250002).	IS : 3169—1965
47. CM/L-1235941 1983-09-19	83-09-16	84-09-15	Maharashtra Steel Rolling Mills, 141/142/143, Small Factory Area, Bhandora Road, Nagpur-440008	IS : 1786—1979
48. CM/L-1236034 1983-09-19	83-10-01	84-09-30	Southern Insecticides and Fertilizers. 1A/2, Indl. Estate, Ambattur, Madras (Office : 'SOFIN HOUSE', P.B.No. 490, 3rd Floor, Parsn Commercial Complex, Gemini Studio Campus, Madras-600006).	IS : 4323—1980
49. CM/L-1236135 1983-09-20	83-10-01	84-09-30	Tea Garden & Mill Stores, 14 Rani Harsha-mukhi Road, Calcutta-700002.	IS : 10 (Pt IV)—1976
50. CM/L-1236236 1983-09-20	83-10-01	84-09-30	Prem Electrical Conductors (Madras) Pvt. Ltd., unit II, 37 Arcot Road, P.B. No. 2256, Madras-600026	IS : 398 (Pt I)— 1967
51. CM/L-1236337 1983-09-20	83-10-01	84-09-30	-do-	IS : 398 (Pt II)— 1967
52. CM/L-1236438 1983-09-21	83-10-01	84-09-30	J.N. Socketed Cement Pipe Works, Village Bhamrola, P.O. Bagwara, Tehsil-Kitchha, Distt Nainital	IS : 458—1971

(1)	(2)	(3)	(4)	(5)	(6)
53. CM/L-1236539 1983-09-21	83-09-16	84-09-15	Associated Chemicals and Mechanical Engineers P. Ltd, 58/C (NP) Sidco Indl. Estate, Ambattur, Madras-600098 (Office : A 63, Ama Nagar, Madras-600102)	IS : 3196—1974	
54. CM/L-1236640 1983-09-21	83-10-01	84-09-30	Bangalore Pesticides Ltd., 16th KM Tumkur Road, Bangalore-560073 .Office : 33, Sankey Road, Cross Bangalore-560052)	IS : 8074—1976	
55. CM/L-1236741 1983-09-21	83-10-01	84-09-30	Weston Corporation, S-26, Indl. Town) Jalandhar-144001 (Pb)	IS : 417 Pt II)— 1974	
56. CM/L-1236842 1983-09-20	83-10-01	84-09-30	Ajanta Iron Steel Co. Pvt. Ltd., 1439-40, Loni Road, Shahdara, Delhi-32.	IS : 1729—1979	
57. CM/L-1236943 1983-09-22	83-10-01	84-09-30	Alankar Sales Corpn., A-8, Jhilmil Indl. Area, Shahdara, Delhi-110032	IS : 1554 Pt I)— 1976	
58. CM/L-1237036 1983-09-22	83-10-01	84-09-30	-do-	IS : 694—1977	
59. CM/L-1237137 1983-09-22	83-10-01	84-09-30	Mysolite Lununaries Industries, 6/A, Koramangale Indl. Ley-out, Bangalore-560034	IS : 1534 Pt I)— 1974	
60. CM/L-1237238 1983-09-22	83-10-01	84-09-30	Bitumen Products (I), 90 A Biren Roy Road (E) Calcutta-700041	IS : 1838—1961	
61. CM/L-1237339 1983-09-22	83-10-01	84-09-30	Mumiyah Felt Inds.. 97/1, Foreshore Road. Howarah-2	IS : 1322—1970	
62. CM/L-1237440 1983-09-26	83-10-16	84-10-15	Southern Electrodes Ltd., Plot No. 444, New Indl. Development Area, Visakhapatnam—530012	IS : 814 (Pt I)— 1974	
63. CM/L-1237541 1983-09-26	83-10-16	84-10-15	Hindustan Window Mfg. Co., Bakultola, Baltikuri Howrah (Office : 11 Clive Row, 3rd Floor, Room No. 1, Calcutta-700001)	IS : 804—1967	
64. CM/L-1237642 1983-09-26	83-10-01	84-09-30	Kilpest Pvt. Ltd., 7-C, Indl. Area, Govindpura, Bhopal (MP) (Office : Talwar House, GMC Hostel Road, Bhopal).	IS : 8029—1976	
65. CM/L-1237743 1983-09-26	83-10-16	84-10-15	Pesto Chem India, 320 Karawal Nagar Indl. Area, Wazirabad Road, Delhi-94 (Office : 966-67, Gali Talian, Delhi-6)	IS : 4323—1980	
66. CM/L-1237844 1983-09-26	83-10-16	84-10-15	Paints and Lacquers, 17/1, Chandi Ghosh Road, Calcutta-700040 (WB)	IS : 133—1975	
67. CM/L-1237945 1983-09-29	83-10-01	84-09-30	International Pipe Works, 38/4, K.M. Delhi Rohtak Road, Jakhoda, 124507 (Haryana)	IS : 1239 (Pt II)— 1969	
68. CM/L-1238038 1983-09-29	83-10-16	84-10-15	New Central Jute Mills Co. Ltd., (Unit Alibion) Budge Budge, 24 Parganas (Office : 18-A, Brabourne Road, Calcutta-1)	IS : 2818 (Pt III)— 1971	
69. CM/L-1238139 1983-09-29	83-10-16	84-10-15	Naffarchandra Jute Mills Ltd, Kankinarrah-743126 24 Parganas (WB) (Office : 36, Strand Road, Calcutta-700001)	IS : 2580—1982	
70. CM/L-1238240 1983-09-29	83-10-16	84-10-15	Bonded Packaging Pvt. Ltd., 117/354, G.T. Road, Rawatpur, Kanpur (UP).	IS : 7406 (Pt I)— 1980	
71. CM/L-1238341 1983-09-29	83-10-16	84-10-15	Weston Corporation, S-26, Indl. Town, Jalandhar-144004 PB)	IS : 417 Pt III)— 1974	
72. CM/L-1238442 1983-09-29	83-10-16	84-10-15	B.T. Conductors Pvt. Ltd., Bhojpura Gram) Todagarh Road, Beawar.	IS : 398 (Pt I)— 1976	
73. CM/L-1238543 1983-09-29	83-10-16	84-10-15	Frankly India, 4-A, Chor Bagan Lane, Calcutta-700007	IS : 2641—1964	

(1)	(2)	(3)	(4)	(5)	(6)
74.	CM/L-1238644 1983-09-29	83-10-16	84-10-15	Shalimar Electronic Inds. 'Leader House', 9-B, Mahal Indl. Estate, Mahakali Caves Road, Andheri (E), Bombay-400093	IS : 1293—1967
75.	CM/L-1238745 1983-09-29	83-10-16	84-10-15	Devi Knitting Co, 16 Big Bazar Street, Tirupur—638604 (TN) (Office : 2 Perumal Kail Street, Tirupur).	IS : 4964—1980
76.	CM/L-1238846 1983-09-29	83-10-16	84-10-15	Sushma & Co, 84, MIDC, 15th Street, Marol. Andheri, Bombay-400093.	IS : 4159—1976
77.	CM/L-1238947 1983-09-29	83-10-16	84-10-15	M. Sundareswaran Asramam, Quilon-691002 (Office : 23/26, Beach Road, Post Box No. 43, Quilon-691001)	IS : 916—1975
78.	CM/L-1239040 1983-09-30	83-10-01	84-09-30	Shreeji Steel Inds., 7, G.I.D.C. Indl. Estate, Vatva, Ahmedabad-382445	IS : 1786—1979
79.	CM/L-1239141 1983-09-29	83-10-16	84-10-15	Namdhari Engn. Works, G.T. Road, Khanna (Ludhiana).	IS : 9020—1979
80.	CM/L-1239242 1983-09-30	83-10-16	84-10-15	Binjusaria Engg. Inds., B-55, Assisted Pvt- Industrial Estate, Balanagar (Hyderabad- 500037)	IS : 374—1974

[No. CMD/13 : 11]

भा.का. 3102 :— भारतीय मानक संस्था (प्रमाणन विज्ञान) विनियम, 1955 के विनियम (7) के उपविनियम (3) को अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि शेलो स्टेरलाइजर की प्रति इकाई मुहर लगाने की फीस अनुसूची में दिये गये व्यौरों के अनुसार निर्धारित की गई है यह कीव 1985-07-16 से लागू होगी।

## अनुसूची

क्रम	उत्पाद / उत्पाद की श्रेणी	तत्संबंधी भारतीय मानक की संख्या और शीर्षक	प्रति इकाई	मुहर लगाने की फीस
(1)	(2)	(3)	(4)	(5)
1.	शेलो स्टेरलाइजर (ड्रेसिंग ड्रम)	IS 3831-1979 शेलो स्टेरलाइजर (ड्रेसिंग ड्रम) की विनिर्दिष्ट (द्वितीय पुनरीक्षण)	एक स्टेरलाइजर	25 पै.

[सं. सीएमडी/ 13 : 10]

S.O. 3102 :—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution, hereby, notifies that the marking fee per unit for Sterilizer Shallow details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1985-07-16 :

## SCHEDULE

Sl. No.	Product/Class of Product	No. and Title of Relevant Indian Standard	Unit	Marking fee per unit
(1)	(2)	(3)	(4)	(5)
1.	Steriliser Shallow (dressing drum)	IS : 3831-1979 Specification for sterilizer, shallow (Dressing drum) (Second Revision)	One Sterilizer	25 Paise

[No. CMD/13 : 10]

का. भा. 3103 :—भारतीय मानक संस्था (प्रमाणन बिज्ञान) विनियम, 1955 के नियम 3 के उपविनियम 2 तथा विनियम 3 के उपविनियम (2) के अनुसार भारतीय मानक संस्था एतद्वारा अधिसूचित किया जाता है कि जिन भारतीय मानकों के अन्दरे नीचे अनुसूची में दिए गये हैं वे 1983-07-31 को निर्धारित किए गए हैं :

## अनुसूची

क्रम संख्या	निर्धारित भारतीय मानक की पद संख्या एवं शीर्षक	नए भारतीय मानक द्वारा अतिरिक्त भारतीय मानक या मानकों, यदि कोई हैं की पद संख्या एवं शीर्षक	अन्य विवरण
(1)	(2)	(3)	(4)
1.	IS : 6—1983 मध्यम ताप कार्य के लिए अग्निशह मिट्टी की ऊष्मासह, ग्रुप "ए" की विशिष्टि (चौथा पुनरीक्षण)	IS : 6—1967 मध्यम ताप कार्य के लिए अग्निशह मिट्टी की ऊष्मा सह, ग्रुप "ए" की विशिष्टि (तीसरा पुनरीक्षण)	—
2.	IS : 8—1983 उच्च ताप कार्य के लिए अग्निशह मिट्टी ऊष्मासह की विशिष्टि (चौथा पुनरीक्षण)	IS : 8—1967 उच्च ताप कार्य के लिए अग्निशह ऊष्मासह की विशिष्टि (तीसरा पुनरीक्षण)	—
3.	*IS : 193—1982 नरम टाँके के विशिष्टि (चौथा पुनरीक्षण)	IS : 193—1977 नरम टाँके की विशिष्टि (तीसरा पुनरीक्षण)	1982-12-31 को स्थापित *भारतीय मानक संस्था प्रमाणन बिज्ञान योजना हेतु : : 193—1982 1983-03-31 से लागू होगा।
4.	IS : 261—1982 ताम्बा गन्धक की विशिष्टि (दूसरा पुनरीक्षण)	IS : 261—1966 ताम्बा गन्धक की विशिष्टि (पहला पुनरीक्षण)	1982-12-31 को स्थापित
5.	IS : 262—1982 पालियामेंट कब्जों की विशिष्टि (चौथा पुनरीक्षण)	IS : 362—1975 पालियामेंट कब्जों की विशिष्टि (तीसरा पुनरीक्षण)	1983-06-30 को स्थापित
6.	IS : 401—1982 हमारती लकड़ी के संरक्षण की रीति संहिता (तीसरा पुनरीक्षण)	IS : 401—1967 हमारती लकड़ी के संरक्षण की रीति संहिता (दूसरा पुनरीक्षण)	1982-11-30 को स्थापित
7.	IS : 998 (भाग : 1)—1983 टाँकों (मृदु एवं रोजिन क्रोड वाले) के रासायनिक विश्लेषण की पद्धतियां भाग 1 टिन एवं धुरमा ज्ञात करना (पहला पुनरीक्षण)	IS : 998—1959 नरम टाँकों के रासायनिक विश्लेषण की पद्धतियां	—
8.	IS : 1192—1981 खुली नालियों में पानी के बहाव को मापने की गति क्षेत्र सम्बन्धी पद्धतियां (पहला पुनरीक्षण)	IS : 1192—1959 खुली नालियों में पानी के बहाव को मापने की गति क्षेत्र सम्बन्धी पद्धतियां	1982-09-30 को स्थापित
9.	*IS : 1341—1981 इस्पात के सटे कब्जों की विशिष्टि (चौथा पुनरीक्षण)	IS : 1341—1976 इस्पात के सटे कब्जों की विशिष्टि	1982-05-31 को स्थापित *भारतीय मानक संस्था की प्रमाणन बिज्ञान योजना हेतु : : 1341—1981 1984-01-15 से लागू होगा
10.	IS : 1448 (पी : 111)—1983 पेट्रोलियम एवं उसके उत्पादों की परीक्षण पद्धतियां : (पी : 111) नैस वर्ण लेखन द्वारा इवित पेट्रोलियम नैस (एलपीजी) और प्रोपिलोन साइट का विश्लेषण	—	—
11.	IS : 1463—1983 शृंगार प्रसाधन उद्योग के लिए केओलीन की विशिष्टि (तीसरा पुनरीक्षण)	IS : 1463—1977 शृंगार प्रसाधन उद्योग के लिए केओलीन की विशिष्टि (दूसरा पुनरीक्षण)	—
12.	IS : 1528 (भाग 3)—1983 ऊष्मासह सामग्री के लिए भौतिक परीक्षणों और नमूना लेने की पद्धति भाग 3 स्वीलिंग प्रतिरोध ज्ञात करना (दूसरा पुनरीक्षण)	IS : 1528 (भाग 3)—1974 ऊष्मासह सामग्री के भौतिक परीक्षणों और नमूना लेने की पद्धति भाग 3 स्वीलिंग प्रतिरोध ज्ञात करना (पहला पुनरीक्षण)	—

(1)	(2)	(3)	(4)
13. IS : 1646—1982 भवनों (सामान्य) में प्रणि सुरक्षा की रीति संहिता : विद्युतीय संस्थापन (पहला पुनरीक्षण)	IS : 1646—1961 भवनों (सामान्य) में प्रणि सुरक्षा की रीति संहिता : विद्युतीय संस्थापन	1983-06-30 को स्थापित	
14. IS : 1750—1983 पूर्ण दग्न मटर के दाने के समान मैगनेसाइट की विशिष्टि (दूसरा पुनरीक्षण)	IS : 1750—1977 पूर्ण दग्न मटर के दाने के समान मैगनेसाइट की विशिष्टि (पहला पुनरीक्षण)	—	
15. IS : 1890 (भाग 0)—1983 मात्रा एकक और चिह्न भाग 0 सामान्य सिद्धान्त	—	—	
16. IS : 1890 (भाग 5)—1983 मात्रा, एकक एवं चिह्न भाग 5 विद्युत और चुम्बकत्व	—	—	
17. IS : 1890 (भाग 6)—1983 मात्रा, एकक एवं चिह्न : भाग 6 प्रकाश और सम्बन्धित विद्युत, चुम्बकीय विकिरण	—	—	
18. IS : 1890 (भाग 7)—1983 मात्रा, एकक एवं चिह्न : भाग 7 ध्वनि	—	—	
19. IS : 1890 (भाग 8)—1983 मात्रा, एकक एवं चिह्न : भाग 8 भौतिक रसायनिकी एवं प्राथमिक भौतिकी	—	—	
20. IS : 1890 (भाग 9)—1983 मात्रा, एकक एवं चिह्न : भाग 9 परमाणु एवं नाभिकीय भौतिकी	—	—	
21. IS : 1890 (भाग 10)—1983 मात्राएं, एकक एवं चिह्न : भाग 10 नाभिकीय प्रतिक्रिया और प्रायनीकारी विकिरण	—	—	
22. IS : 1890 (भाग 12)—1983 मात्रा, एकक एवं चिह्न : भाग 12 प्रायामरहित परिमाण	—	—	
23. IS : 1890 (भाग 13)—1983 मात्रा, एकक एवं चिह्न : भाग 13 ठोस अवस्था भौतिकी	—	—	
24. IS : 2032 (भाग 26)—1982 विद्युत प्रौद्योगिकी में प्रयुक्त लेखाबित्रीय चिह्न : भाग 26 पूर्णतः मशीनें	—	1983-06-30 को स्थापित	
25. IS : 2095—1982 जिप्सम प्लास्टर के बोर्डों की विशिष्टि	IS : 2095—1964 जिप्सम प्लास्टर के पट्टों की विशिष्टि	1983-03-31 को स्थापित	
26. IS : 2519—1983 भूगर्भ प्रसाधन उद्योग के लिए कैल्सियम स्टीयोरेट की विशिष्टि (दूसरा पुनरीक्षण)	IS : 2519—1977 भूगर्भ प्रसाधन उद्योग के लिए कैल्सियम स्टीयोरेट की विशिष्टि	*भारतीय मानक संस्था की प्रमाणन चिह्न योजना हेतु : 2519—1973 तिथि 1983-12-01 से लागू होगा	
27. IS : 2525—1982 पिटवा एलुमिनियम और एलुमिनियम मिश्र धातु के तार के माप (पहला पुनरीक्षण)	IS : 2525—1963 पिटवा एलुमिनियम और एलुमिनियम मिश्र धातु के तार के माप	1982-11-30 को स्थापित	
28. IS : 2551—1982 संकट सूचना प्लेटें (पहला पुनरीक्षण)	IS : 2551—1963 संकट सूचना प्लेटें	1983-05-31 को स्थापित	
29. IS : 2967—1983 वाह्य सूक्ष्ममापी की विशिष्टि (पहला पुनरीक्षण)	IS : 2967—1964 वाह्य सूक्ष्ममापी की विशिष्टि	—	
30. *IS : 3098—1983 द्रव प्रवाहित तेल की विशिष्टि, खनिज तेल टाइप (दूसरा पुनरीक्षण)	IS : 3098—1965 द्रव प्रवाहित तेल की विशिष्टि, खनिज तेल टाइप (पहला पुनरीक्षण)	*भारतीय मानक संस्था प्रमाणन चिह्न योजना हेतु, : 3098—1983 तिथि 1983-11-01 से लागू होगा	

(1)	(2)	(3)	(4)
31.	IS : 3347 (भाग 3/खंड 2)—1982 सामान्य एवं कम दूषित वातावरण में प्रयुक्त पॉसिलेन ट्रांसफार्मर बुशिंग के माप : भाग 3 12 और 17.5 किलो वी. के बुशिंग खंड 2 धातु के पुर्जे (पहला पुनरीक्षण)	IS : 3347 (भाग 3/खंड 2)—1967 पॉसिलेन परिणामित बुशिंग के आयाम : भाग 3 12 और 17.5 कि. वो. के बुशिंग, खंड 2 धातु के पुर्जे	1983-05-31 को स्थापित
32.	IS : 3347 (भाग 4/खंड 2)—1982 सामान्य एवं कम दूषित वातावरण में प्रयुक्त पॉसिलेन ट्रांसफार्मर बुशिंग के माप : भाग 4 24 कि. वो. के बुशिंग खंड 2 धातु के पुर्जे	IS : 3347 (भाग 4/खंड 2)—1972 पॉसिलेन परिणामित बुशिंग : भाग 4 14 कि. वो. के बुशिंग खंड 2 धातु के पुर्जे	—
33.	*IS : 3431—1982 स्वचल निलम्बन के लिए बेल्लित, कुण्डलीदार और परतदार कमानियों के निर्माण के लिए इस्पात की विशिष्टि (दूसरा पुनरीक्षण)	IS : 3431—1965 स्वचल निलम्बन के लिए बेल्लित, कुण्डलीदार और परतदार कमानियों के लिए इस्पात की विशिष्टि (पहला पुनरीक्षण)	1983-04-30 को स्थापित *राष्ट्रीय मानक संस्था प्रमाणन विज्ञान योजना हेतु, 3431-1982 तिथि 1983-11-30 से लागू होगा
34.	IS : 3651 (भाग 1)—1982 बनियर कैलिपर्स की विशिष्टि भाग 10.1 निमि एवं 0.05 मिमी की न्यूनतम काउण्ट वाले बनियर की कैलिपर्स (दूसरा पुनरीक्षण)	IS : 3651—1974 बनियर कैलिपर्स की विशिष्टि (पहला पुनरीक्षण)	1983-03-31 को स्थापित
35.	IS : 3723 (भाग 2)—1983 रेडियों व्यतिकरण दमन संघारित्र की विशिष्टि भाग 2 टाइप एफ सी और एस।	—	—
36.	IS : 4258—1982 'भारत'क सामग्रियों के लिए कठोरता रूपांतरण सारणियां (पहला पुनरीक्षण)	IS : 4258—1967 धातुओं के लिए कठोरता परिवर्तन, सारणियां	1982-09-30
37.	IS : 4410 (भाग 20)—1983 नदी घाटी परियोजनाओं से सम्बन्धित पारिभाषिक शब्दावली भाग 20 सुरंगें	—	—
38.	IS : 4570 (भाग 1)—1983 फिस्टल इकाई धारकों की विशिष्टि : भाग 1 सामान्य अपेक्षाएं एवं परीक्षण (पहला पुनरीक्षण)	IS : 4570—1968 स्फटिक धारकों की विशिष्टि	—
39.	IS : 4573—1982 शक्ति चालित गश्ती केनों की, विशिष्टि (पहला पुनरीक्षण)	IS : 4573—1968 (सब प्रकार की) गश्ती केनों के बिजाइन की रीति संहिता	—
40.	IS : 4710—1982 नहरों पर मिट्टी के कार्य कार्य की रीति संहिता (पहला पुनरीक्षण)	IS : 4710—1968 नहरों पर मिट्टी के फटाई और भरवाई के काम की रीति संहिता,	1983-06-30 को स्थापित
41.	IS : 4857—1982 तथ्य धातु पाउडर की संपीड्यता निर्धारण की विधि (पहला पुनरीक्षण)	IS : 4857—1968 तथ्य धातु पाउडर की संपीड्यता निर्धारण की विधि	—
42.	IS : 5032—1983 इमारतों के लिए गुम्बदी मट्टी के अनुशंसित साइज (दूसरा पुनरीक्षण)	IS : 5032—1975 इमारतों के लिए गुम्बदी मट्टी के अनुशंसित साइज (पहला पुनरीक्षण)	—
43.	IS : 5324—1983 हस्त-चालित धामी ट्रक के माप (उत्पापक) हाथ से उठाने वाले (ट्रक), (पहला पुनरीक्षण)	IS : 5324—1969 हस्त-चालित धामी ट्रक के माप उठाने के (हस्त-उठाऊ) (ट्रक)	—
44.	IS : 5497—1983 नदी घाटी परियोजनाओं हेतु धरातल सर्वेक्षण की संवर्धिका (पहला पुनरीक्षण)	IS : 5497—1969 नदी घाटी परियोजनाओं हेतु धरातल सर्वेक्षण की संवर्धिका	—
45.	IS : 5608—(भाग 5)—1983 अल्प मात्रा के पीबीसी रोषित एवं पीबीसी के बोसवार केबलों और तारों की विशिष्टि : भाग 5 संकेतन केबल	—	1983-06-30 को स्थापित



(1)	(2)	(3)	(4)
46. IS : 6273 (भाग 3/खंड 1)—1983 आहार के संवेदनात्मक मूल्यांकन की संश्लिष्टा : भाग 1 आंकड़ों का सांख्यिकीय विश्लेषण खंड 1 विधिप्रदा एवं प्राथमिकता (पहला पुनरीक्षण)	IS : 6273 (भाग 3)—1975 आहार के संवेदनात्मक मूल्यांकन की संश्लिष्टा : भाग 3 आंकड़ों का सांख्यिकीय विश्लेषण	—	—
47.* IS : 6747—1981 बीबिंग गम और बबल गम की विशिष्टि (पहला पुनरीक्षण)	IS : 6747—1972 बीबिंग गम और बबल गम की विशिष्टि	1981-04-10 को स्थापित	*भारतीय मानक संस्था की प्रमाणन बिन्दु योजना हेतु 6747—1981 तिथि 1983-11-30 को लागू होगा।
48. IS : 6980—1983 टैट्रासोडियम पाइरो-फॉस्फेट निर्जलीय तकनीकी की विशिष्टि (पहला पुनरीक्षण)	IS : 6980—1973 निर्जलीय तकनीकी टैट्रासोडियम पाइरोफॉस्फेट की विशिष्टि	—	—
49. IS : 7601—1983 सामान्य कार्यों के लिए रेसायनों के ड्रमों की विशिष्टि (पहला पुनरीक्षण)	IS : 7601—1975 सामान्य कार्यों के लिए रेसायनों के ड्रमों की विशिष्टि	1983-06-30 को स्थापित	—
50. IS : 7804—1983 चाय की पेटियों के रंग-पट्टीकरण की संश्लिष्टा (पहला पुनरीक्षण)	IS : 7804 (भाग 1)—1975 भारतीय लकड़ी के उपभोग्य पेटेट भाग 1 चाय पेटियों की धरा उठाई के लिए	1983-06-30 को स्थापित	—
51. IS : 8116 (भाग 6)—1983 उपस्कर विश्वस्तता परीक्षण की संश्लिष्टा भाग 4 सतत विफलता दर अनुमान के वैधता परीक्षण	—	—	—
52. IS : 9002 (भाग 7)—1983 इलेक्ट्रानिक एवं वैद्युत वस्तुओं के पर्यावरणीय परीक्षण सम्बन्धी उपस्करों की विशिष्टि भाग 7 परीक्षण मशीन	—	—	—
53. IS : 9047 (भाग 4)—1983 हवाई रज्जु मार्गों एवं केबल मार्गों के लिए आकड़ा पल भाग 4 भूमिगत सामान के परिवहन के लिए एरियस तंतु के लिए इच्छुक खरीदार द्वारा आंकड़ों की सप्साई भूमिगत	—	—	—
54. IS : 9299 (भाग 3/खंड 3)—1982 पूर्व-निर्मित भग्नक भग्नक से बनी रोघन यामग्री की विशिष्टि भाग 3 भलग-भलग सामग्रियों की विशिष्टियों खंड 3 विद्युतीय मशीनों के रोघन के लिए सुलभ्य भग्नक की परत वाले टैप , ,	—	—	—
55. IS : 10015 (भाग 5)—1983 पहनने के कपड़ों के साइज नाम, भाग 5 पुरुषों और लड़कों के अन्धर पहनने के, रात को पहनने के कपड़ों और कमीजें	—	—	—
56. IS : 10015 (भाग 6)—1983 पहनने के कपड़ों के साइज नाम : भाग 6 महिलाओं और लड़कियों के अन्धर के कपड़े रात के कपड़े मूल बस्त्र और कमीजें	—	—	—
57. IS : 10015 (भाग 8)—1983 पहनने के कपड़ों के साइज नाम : भाग 8 लीस परिसान	—	—	—
58. IS : 10226 (भाग 1)—1982 खाद्य पदार्थों में कच्चे तन्तु ज्ञात करने की पद्धति : भाग 1 सामान्य पद्धति	—	—	—
59. IS : 10276 (भाग 1)—1982 एबीसन पेच बासे संप होस्टरों की विशिष्टि : भाग 1 अपेक्षाएं एवं परीक्षण	—	1983-06-30 को स्थापित	—
60. IS : 10321 (भाग 1 से 3)—1982 50 कि. ग्रा. टैग की विशिष्टि	—	1983-05-31 को स्थापित	—

(1)	(2)	(3)	(4)
61. IS : 10325—1982 वनस्पति एवं खाद्य तेलों के लिए 15 कि. ग्रा. वाले टीनों की विशिष्टि	—	1983-01-31 को स्थापित	
62. IS : 10335—1982 तम्बाकू एवं तम्बाकू उत्पादों की परिभाषिका, शब्दावली	—	1983-06-30 को स्थापित	
63. IS : 10347—1982 यांत्रिक वार्प रोक कार्यों के लिए दातेदार सरियों की विशिष्टि	—	1983-02-28 को स्थापित	
64. IS : 10402—1982 सेबों की पैकजबन्दी के लिए देवदार की पत्तियों के हार्डबोर्ड के बक्सों की विशिष्टि	—	1983-06-30 को स्थापित	
65. IS : 10423—1982 निजी ध्वनि उद्भाजन मापी की विशिष्टि	—	—	
66. IS : 10424—1982 मुद्रित बोर्डों के प्रयोग एवं डिजाइन की संदर्शिका	—	—	
67. IS : 10429—1982 मृत्तिका उद्योग के लिए चूरा टेल्क की विशिष्टि	—	—	
68. IS : 10452 (भाग 1)—1983 वैद्युत उपकरण के लिए धावरित बालकों की परीक्षण पद्धतियाँ : भाग 1 कागज चढ़े एवं सूती चढ़े बालक	—	—	
69. IS : 10466—1983 कासीनों की देखभाल एवं रख-रखाव की संदर्शिका	—	—	
70. IS : 10478—1983 ईंधन इंजेक्शन पम्पों के लिए शाफ्ट सिरों एवं ह्यूबों के टैपर माप	—	—	
71. IS : 10479—1983 स्कूटरों एवं मोटर-साइकिलों पर प्रचालक नियंत्रणों एवं प्रदर्शनों की सिफारिशें	—	—	
72. IS : 10482 (भाग 1)—1978 मुद्रित तार बोर्ड के कनेक्टरों की विशिष्टि : भाग 1 अनु-सूची एवं प्रपेक्षाएं	—	—	
73. IS : 10485—1983 ध्वनि अभिग्रहण धीर दूरवर्धन प्रसारण हेतु एकल एवं सामुदायिक एंटीना तंत्रों के संस्थापन की रीति संहिता	—	—	
74. IS : 10504—1983 फाउंड्री के लिए ताप-शोषी धरण सामग्रियों की विशिष्टि	—	—	
75. IS : 10514—1983 सभान्तर शौक एवं बालन चूल्ह वाले भोजारों के लिए विच्छिन्न टैपर साकेट की विशिष्टि	—	—	
76. IS : 10520—1983 घाटे की चक्की के लिए एमरी पत्थरों की विशिष्टि	—	1983-06-30 को निर्धारित	
77. IS : 10531—1983 अग्निरोधी द्रव प्रवाहित तरलों के प्रयोग एवं ज्वन की रीति संहिता	—	—	
78. IS : 10532 (भाग 1)—1983 अग्निरोधी द्रव-प्रवाहित भाग 1 शक्ति युक्त धाधारों के लिए पतला मिश्रण	—	—	
79. IS : 10532 (भाग 4)—1983 अग्निरोधी द्रव-प्रवाहित तरलों की विशिष्टि भाग 4 एस्टर टाइप की फास्केट	—	—	
80. IS : 10535—1983 मैगनीज सल्फेट मोनो-हाइड्रेट की विशिष्टि	—	—	
81. IS : 10536—1983 धरणकी मोलीन धोर धरणकी तेलस्टीयरिन की विशिष्टि	—	—	
82. IS : 10540—1983 गलौवर के समूह की एट्रियल लगी क्लॉम्प की विशिष्टि	—	—	

(1)	(2)	(3)	(4)
83. IS : 10549—1983	औद्योगिक प्रयोग के लिए संसाधित जमे हुए तेल की विशिष्ट	—	—
84. IS : 10551—1983	कांच की गट्टी में प्रयोग के लिए जिकानम्यूलाइट की विशिष्ट	—	—
85. IS : 10554—1983	बिक्रिस्ता प्रयोग के लिए एक्सरे बिम्ब के तीव्रकारी परतों के माप	—	—
86. IS : 10572—1983	पम्पों के नमूने लेने की पद्धतियां	—	—

इन भारतीय मानकों की प्रतियां, भारतीय मानक संस्था, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002 और ग्रहमदाबाद, बंगलोर, भोपाल, भुवनेश्वर, बम्बई, कलकत्ता, हैदराबाद जयपुर, कानपुर, मद्रास, मोहालसी पटना एवं त्रिवेन्द्रम स्थित शाखा कार्यालयों में विक्री के लिए उपलब्ध है।

[सं. सीएमबी/13: 2]  
बी. एन. सिंह अपर सहायनियेक

S.O. 3103.—In pursuance of sub-rule (2) of Rule 3 and Sub-regulations (2) and (3) of regulation 3 of Indian Standards Institution (Certification Marks) Rules and Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are given in the Schedule hereto annexed, have been established on 1983-07-31 :

#### SCHEDULE

Sl. No.	No. and Title of the Indian Standards Established	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Remarks, if any.
(1)	(2)	(3)	(4)
1.	IS : 6—1983 Specification for moderate heat duty fireclay refractories, group 'A' (Fourth Revision).	IS : 6-1967 Specification for moderate heat duty fireclay refractories, group A (Third Revision).	—
2.	IS : 8—1983 Specification for high heat duty fireclay refractories (Fourth Revision)	IS : 8-1967 Specification for high heat duty fireclay refractories (Third Revision).	—
3.	*IS : 193-1982 Specification for soft solder (Fourth Revision)	IS : 193-1977 Specification for soft solder (Third Revision).	Established on 1982-12-31. *For purposes of ISI Certification Marks Scheme. IS : 193-1982 shall come into force with effect from 1983-03-31
4.	IS : 261-1982 Specification for copper sulphate (Second Revision)	IS : 261-1966 Specification for copper Sulphate (First Revision)	Established on 1982-12-31
5.	IS : 362-1982 Specification for parliament hinges (Fourth Revision)	IS : 362-1975 Specification for parliament hinges (Third Revision)	Established on 1983-06-30
6.	IS : 401-1982 Code of practice for reservation of timber (Third Revision)	IS : 401-1967 Code of practice for preservation of timber (Second Revision)	Established on 1982-11-30
7.	IS : 998 (Part I)—1983 Methods of chemical analysis of solders (Soft and rosin cored) Part I determination of tin and antimony (First Revision).	IS : 998-1959 Methods of chemical analysis of soft solder	—
8.	IS : 1192-1981 Velocity area methods for measurement of flow of water in open channels (First Revision)	IS : 1192-1959 Velocity area methods for measurement of flow of water in open channels	Established on 1982-09 30

(1)	(2)	(3)	(4)
9. *IS : 1341-1981 Specification for steel butt hinges (Fourth Revision).	IS : 1341-1976 Specification for steel butt hinges (Third Revision)	Established on 1982-05-31	*For purposes of ISI Certification Marks Scheme IS : 1341-1981 shall come into force with effect from 1984-01-15
10. IS : 1448 (P : 111)—1983 Methods of test for petroleum and its products; (P : 111) Analysis of liquefied petroleum gases (LPG) and propylene concentrates by gas chromatography.	—	—	—
11. IS : 1463-1983 Specification for kaolin for cosmetic industry (Third Revision)	IS : 1463-1977 Specification for Kaolin for cosmetic industry (Second Revision)	—	—
12. IS : 1528 (Part 3)—1983 Methods of sampling and physical tests for refractory materials; Part 3 Determination of spalling resistance (Second Revision)	IS : 1528 (Part III)—1974 Methods of sampling and physical tests for refractory materials : Part III Determination of spalling resistance (First Revision).	—	—
13. IS : 1646—1982 Code of practice for fire safety of buildings (General) : electrical installations (First Revision).	IS : 1646—1961 Code of practice for fire safety of building (general) : Electrical installations.	Established on 1983-06-30	—
14. IS : 1750—1983 Specification for dead burned pea magnesite (Second Revision)	IS : 1750—1977 Specification for dead burned pea magnesite (First Revision)	—	—
15. IS : 1890 (Part O)—1983 Quantities, units and symbols : Part O General principles.	—	—	—
16. IS : 1890 (Part 5)—1983 Quantities, units and symbols : Part 5 Electricity and magnetism.	—	—	—
17. IS : 1890 (Part 6)—1983 Quantities : units and symbols : Part 6 Light and related electromagnetic radiations.	—	—	—
18. IS : 1890 (Part 7)—1983 Quantities, units and symbols Part 7 Acoustics.	—	—	—
19. IS : 1890 (Part 8)—1983 Quantities, units and symbols : Part 8 Physical chemistry and molecular physics.	—	—	—
20. IS : 1890 (Part 9)—1983 Quantities, units and symbols : Part 9 Atomic and nuclear physics.	—	—	—
21. IS : 1890 (Part 10)—1983 Quantities, units and symbols : Part 10 Nuclear reactions and ionizing radiations.	—	—	—
22. IS : 1890 (Part 12)—1983 Quantities, units and symbols; Part 12 Dimensionless parameters.	—	—	—
23. IS : 1890 (Part 13)—1983 Quantities, units and symbols; Part 13 Solid State physics	—	—	—
24. IS : 2032 (Part XXVI)—1982 Graphical symbols used in electrotechnology; Part XXVI Rotating machines.	—	—	—

(1)	(2)	(3)	(4)
25. IS : 2095—1982 Specification for gypsum plaster boards (First Revision)	IS : 2095—1964 Specification for gypsum plaster boards	Established on 1983-03-31	
26. *IS : 2519—1983 Specification for calcium stearate for cosmetic industry (Second Revision)	IS : 2519—1977 Specification for calcium stearate for cosmetic industry (First Revision)	*For purposes of ISI Certification Marks Scheme; IS : 2519—1983 shall come into force with effect from 1983-12-01	
27. IS : 2525—1982 Dimensions for wrought aluminium and aluminium alloys, wire (First Revision).	IS : 2525—1963 Diameters of wrought aluminium and aluminium alloys, wire	Established on 1982-11-30	
28. IS : 2551—1982 Danger notice plates (First Revision).	IS : 2551—1963 Danger notice plates	Established on 1983-05-31	
29. IS : 2967—1983 Specification for external micrometer (First Revision)	IS : 2967—1964 Specification for external micrometers.	—	
30. *IS : 3098—1983 Specification for oil, hydraulic, mineral oil type (Second Revision).	IS : 3098—1965 Specification for oil, hydraulic, mineral oil type (First Revision)	*For purposes of ISI Certification Marks Scheme; IS : 3098—1983 shall come into force with effect from 1983-11-01	
31. IS : 3347 (Part III/Sec 2)—1982 Dimensions for porcelain transformer bushings for use in normal and lightly polluted atmospheres; Part III 12 and 17.5 kV bushings. Section 2 Metal parts (First Revision).	IS : 3347 (Part III/Sec. 2)/1967 dimensions for porcelain transformer bushings : Part III 12 and 17.5 kV bushings, Section 2 Metal parts.	Established on 1983-05-31	
32. IS : 3347 (Part IV/Sec. 2)—1982 Dimensions for porcelain transformer bushings : for use in normal and lightly polluted atmospheres Part IV 24 kV bushings; Section 2 Metal parts (First Revision)	IS : 3347 (Part IV/Sec. 2) 1982 Dimensions for porcelain transformer bushings Part IV 24 kV bushings; Section 2 Metal parts.	—	
33. *IS : 3431—1982 Specification for steel for the manufacture of volute, helical and laminated springs for automotive suspension (Second Revision)	IS : 3431—1965 Specification for steel for volute helical and laminated springs for automotive suspension (First Revision)	Established on 1983-04-30 *For purposes of ISI Certification Marks Scheme; IS : 3431—1982 shall come into force with effect from 1983-11-30	
34. IS : 3651 (Part I)—1982 Specification for vernier calipers; Part I Vernier calipers with least count 0.1 mm and 0.05 mm (Second Revision)	IS : 3651—1974 Specification for vernier calipers (First Revision)	Established on 1983-03-31	
35. IS : 3723 (Part 2)—1983 Specification for capacitors for radio interference suppression Part 2 Type FCRS 1	—	—	
36. IS : 4258—1982 Hardness conversion tables for metallic materials (First Revision)	IS : 4258—1967 Hardness conversion tables for metals	Established on 1982-09-30	

(1)	(2)	(3)	(4)
37. IS : 4410 (Part XX)—1983 Glossary of terms relating to river valley projects : Part XX Tunnels	—	—	—
38. IS : 4570 (Part I)—1983 Specification for crystal unit holders; Part I General requirements and tests (First Revision)	IS : 4570—1968 Specification for crystal holders.	—	—
39. IS : 4573—1982 Specification for power driven mobile cranes (First Revision)	IS : 4573—1968 Code of practice for design of mobile cranes (all types)	—	—
40. IS : 4701—1982 Code of practice for earth-work on canals (First Revision)	IS:4701—1968 Code of practice for earth work on canals	Established on 1983-06-30	—
41. IS : 4857—1982 Method for determination of compressibility of ductile metal powders (First Revision)	IS : 4857—1968 Method for determination of compressibility of ductile metal powders	—	—
42. IS : 5032—1983 Recommended sizes of cupola furnace for foundry (Second Revision)	IS : 5032—1975 Recommended sizes of cupola furnace for foundry (First Revision).	—	—
43. IS : 5324—1983 Dimensions for hand-operated stillage truck [lifting (hand elevating) truck] (First Revision)	IS : 5324—1969 Dimensions for hand-operated stillage truck [lifting (hand elevating) truck].	—	—
44. IS : 5497—1983 Guide for topographical surveys for river valley projects (First Revision)	IS : 5497—1969 Guide for topographical surveys for river valley project	—	—
45. IS : 5608 (Part V)—1983 Specification for low frequency wire and cables with PVC insulation any PVC sheath; Part V Signalling cables	—	Established on 1983-06-30	—
46. IS : 6273 (Part III/Sec 1)—1983 Guide for sensory evaluation of foods; Part III Statistical analysis of data; Section 1 Difference/Preference tests (First Revision).	IS : 6273 (Part III)—1975 Guide for sensory evaluation of foods Part III Statistical Analysis of data.	—	—
47. *IS : 6747—1981 Specification for chewing gum and bubble gum (First Revision)	IS : 6747—1972 Specification for chewing gum and bubble gum.	Established on 1981-04-30	—
		*For purposes of ISI Certification Marks Scheme : IS : 6747-1981 shall come into force with effect from 1983-11-30	
48. IS : 6980—1983 Specification for tetrasodium pyrophosphate, anhydrous, technical (First Revision).	IS : 6980—1973 Specification for tetrasodium pyrophosphate, anhydrous, technical.	—	—
49. IS : 7601—1983 Specification for fibreboard drums for general purposes (First Revision)	IS : 7601—1975 Specification for fibreboard drums for general purposes	Established on 1983-06-30	—
50. IS : 7804—1983 Guide for palletization of teachests (First Revision)	IS : 7804 (PART I)—1975 Expendable timber pallets; Part I for handling tea chests.	Established on 1983-06-30	—
51. IS : 8161 (Part VI)—1983 Guide for equipment reliability testing; Part VI tests for validity of a constant failure rate assumption.	—	—	—

(1)	(2)	(3)	(4)
52. IS : 9002—(Part 7)—1983 Specification for equipment for environmental tests for electronic and electrical items— Part 7 Bump test machine.	—	—	
53. IS : 9047 (Part 4)—1983 Data Sheet for aerial ropeways and cableways; Part 4 Data to be supplied by intending purchaser for aerial system for transportation of goods underground.	—	—	
54. IS : 9299 (Part III/Sec. 3)—1982 Specification for insulating materials based on built-up mica or treated mica paper; Part III Specifications for individual materials; Section 3 Flexible mica flake tape for insulation of electrical machines.	—		Established on 1983-01-31
55. IS : 10015 (Part V)—1983 Size designation of clothes; Part V Men's and boy's underwear, nightwear and shirts.	—	—	
56. IS : 10015 (Part VI)—1983 Size designation of clothes; Part VI women's and girl's underwear, nightwear, foundation garments and shirts.	—	—	
57. IS : 10015 (Part VIII)—1983 Size designation of clothes; Part VIII Headwear.	—	—	
58. IS : 10226 (Part I)—1982 Method for determination of crude fibre content in food products; Part I General method.	—	—	
59. IS : 10276 (Part I)—1982 Specification for Edison screw lampholders; Part I Requirements and tests	—		Established on 1983-06-30
60. IS : 10321 (Parts I to III)—1983 Specification for 50 kg tent	—		Established on 1983-05-31
61. IS : 10325—1982 Specification for 15-kg. square tins for vanaspathi and edible oils	—		Established on 1983-01-31
62. IS : 10335—1982 Glossary of terms for tobacco and tobacco products	—		Established on 1983-06-30
63. IS : 10347—1982 Specification for serrated bars for mechanical warp stop motions	—		Established on 1983-02-28
64. IS : 10402—1982 Specification for pine-needle hardboard boxes for packaging of apples	—		Established on 1983-06-30
65. IS : 10423—1982 Specification for personal sound exposure meter.	—		
66. IS : 10424—1982 Guide for design and use of printed boards.	—	—	
67. IS : 10429—1982 Specification for powdered talc for ceramic industry.	—	—	
68. IS : 10452 (Part I)—1983 Methods of test for covered conductors for electrical equipment; Part I Paper covered and cotton covered conductors.	—	—	

(1)	(2)	(3)	(4)
69.	IS : 10466—1983 Guide for care and maintenance of carpets.	—	—
70.	IS : 10478—1983 Dimensions for tapers for shaft ends and hubs for fuel injection pumps.	—	—
71.	IS : 10479—1983 Recommendations for operator controls and displays on scooters and motorcycles.	—	—
72.	IS : 10482 (Part I)—1983 Specification for connectors for printed wiring board; Part I Test schedule and requirements.	—	—
73.	IS : 10485—1983 Code of practice for installation of single and community antenna systems for reception of sound and television broadcasting.	—	—
74.	IS : 10504—1983 Specification for exothermic feeding aid for foundry.	—	—
75.	IS : 10514—1983 Specification for split taper socket for tools with parallel shank and driving tenon.	—	—
76.	IS : 10520—1983 Specification for emery stones for flour mills.	—	Established on 1983-06-30
77.	IS : 10531—1983 Code of practice for selection and use of fire-resistant hydraulic fluids.	—	—
78.	IS : 10532 (Part I)—1983 Specification for fire-resistant hydraulic fluids; Part I Dilute emulsions for powered supports	—	—
79.	IS : 10532 (Part 4)—1983 Specification for fire-resistant hydraulic fluids; Part 4 Phosphate esters type	—	—
80.	IS : 10535—1983 Specification for manganese sulphate, monohydrate.	—	—
81.	IS : 10536—1983 Specification for castor oleine and castor oleostearine.	—	—
82.	IS : 10540—1983 Specification for clamp, atrial appendage, Glover's pattern.	—	—
83.	IS : 10549—1983 Specification for processed fixed oils for industrial use.	—	—
84.	IS : 19551—1983 Specification for zircon mullite refractories for glass furnace applications.	—	—
85.	IS : 10554—1983 Dimensions for radiographic intensifying screens for medical use.	—	—
86.	IS : 10572—1983 Methods of sampling for pumps.	—	—

Copies of these Indian Standards are available for sale with Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and also with its Branch Offices at Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Bombay, Calcutta, Hyderabad, Jaipur, Kanpur, Madras, Mohali, Patna and Trivandrum.

[No. CMD/13 : 2]

B. N. SINGH, Addl. Director General



**कृषि मंत्रालय**

(कृषि और सहकारिता विभाग)

नई दिल्ली, 20 अगस्त, 1986

का. मा. 3104.—भारत सरकार तत्कालीन राजस्व और कृषि विभाग द्वारा तारीख 25 जुलाई, 1980 की अधिसूचना संख्या 1616व द्वारा प्रकाशित नियमावली के नियम 3(1) की धारा (ख) जिसे समय-समय पर यथा संशोधित नियम 4(1) के साथ पढ़ा जाए, के अनुसार श्री हरचरण सिंह अहलुवालिया, बी. ए., एल. एल. बी., फतेहपुर, जिला कुश्नौर (हरियाणा) को तत्काल से श्री धर्मपाल सिंह, एडवोकेट, गुडगांव के स्थान पर भारतीय लोक दुग्ध निगम के प्रबंध मण्डल के सदस्य के रूप में नियुक्त करती है।

[सं. 15-7/85-एस. आर.]

बी. एल. मनिहार, उप सचिव

**MINISTRY OF AGRICULTURE**

(Department of Agriculture &amp; Cooperation)

New Delhi, the 20th August, 1986

S.O. 3104.—In accordance with clause (b) of Rule 3(i) of the Rules published by the erstwhile Department of Revenue and Agriculture vide Notification No. 1616. P. dated the 25th July, 1980 read with Rule 4(i) thereof as amended from time to time, the Government of India are pleased to appoint Shri Harcharan Singh Ahluwalia, B.A.L.L.B., Fatehpur, Distt. Kurukshetra (Haryana) as member of the Board of Management, Indian People's Famine Trust, with immediate effect vice Shri Dharampal Singh, Advocate, Gurgaon.

[No. 15-7/85-SR]

B. L. MANIHAR, Dy. Secy.

**मानव संसाधन विकास मंत्रालय**

(संस्कृति विभाग)

नई दिल्ली, 12 अगस्त, 1986

का. मा. 3105.—बलजित अधिनियम, 1962 के खण्ड 5 (1) और बलजित (प्रमाणन) नियमावली, 1983 के नियम 8 के उप नियम (1) और (2) के साथ पठित नियम 7 के उप नियम (3) द्वारा प्रयुक्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार फिल्म प्रमाणन बोर्ड के साथ परामर्श करने के पश्चात् निम्नलिखित व्यक्तियों को बंगलौर स्थित उक्त बोर्ड के सलाहकार पैनल के सदस्यों के रूप में तत्काल से प्रगते आदेशों तक एतद्वारा नियुक्त करती है:—

1. श्री सी. एस. सदाशिव
2. श्री वाई. एम. नरममथुरथी
3. श्रीमती ऊषा नवरत्न राम
4. श्री एन. विद्याशंकर
5. डा. रत्नकान्त बी. पाटिल
6. डा. एस. चन्द्रशेखर
7. श्रीमती शास्ता ए. दिवाकर

[का. मं. 811/4/85-एफ. (सी.)]

इकबाल कुण्ठ, अवर सचिव

**MINISTRY OF HUMAN RESOURCE DEVELOPMENT**

(Department of Culture)

New Delhi, the 12th August, 1986

S.O. 3105.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3)

of rule 7 read with sub-rules (1) and (2) of rule 8 of the Cinematograph (Certification) Rules, 1983, the Central Government hereby appoints the following persons after consultation with the Board of Film Certification, as members of the Advisory Panel of the said Board at Bangalore with immediate effect until further orders :—

1. Shri C. S. Sadashiv
2. Shri Y. M. Naramhamurthy
3. Mrs. Usha Navaratna Ram
4. Shri N. Vidyashankar
5. Dr. Ratnakant B. Patil
6. Dr. S. Chandrasekhar
7. Mrs. Shanta A. Diwakar

[File No. 811/4/85-F(C)]

JQBAL KRISHAN, Under Secy.

**परिवहन मंत्रालय**

(नागर विमानन विभाग)

नई दिल्ली, 22 अगस्त, 1986

का. मा. 3106.—अंतर्राष्ट्रीय विमान पत्तन प्राधिकरण अधिनियम, 1971 (1971 का 43) के खण्ड 3 के उपखण्ड (3) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए, केन्द्रीय सरकार एतद्वारा, विंग कमांडर पी. आर. पी. राव (सेवा नवृत्त) को भारत अंतर्राष्ट्रीय विमान पत्तन प्राधिकरण में, 3500-4000 रुपये के अनुसूची "सी" वेतनमान में, उनके कार्यभार सम्भालने की तारीख से तीन वर्ष की अवधि के लिए पूर्णकालिक सदस्य (परिचालन) के रूप में नियुक्त करती है।

[सं. ए. बी. 24020/1/86-एए(एफ-II)]

**MINISTRY OF TRANSPORT**

(Department of Civil Aviation)

New Delhi, the 22nd August, 1986

S.O. 3106.—In exercise of the powers conferred by sub-section (3) of Section 3 of the International Airports Authority Act, 1971 (43 of 1971), the Central Government hereby appoints Wing Commander P.R.P. Rao (Retired), as the whole-time Member (Operations) in the International Airports Authority of India, in the Schedule 'C' scale of Rs. 3500-4000, for a period of three years from the date of assuming charge of the post.

[AV-24020/1/86-AA(F.II)]

का. मा. 3107.—भारत सरकार द्वारा, भारत अंतर्राष्ट्रीय विमान पत्तन प्राधिकरण में श्री जी. एस. गुप्ता, सदस्य (वित्त एवं प्रशासन) द्वारा दिये गये त्यागपत्र को स्वीकार किए जाने पर 22-8-1986 (अप्ररात) से उन्हें मार-मुक्त किया जाता है।

[सं. ए. बी. 24020/3/86-ए ए (एफ-II)]

के. जे. एम. गोदटी, संयुक्त सचिव

S.O. 3107.—Shri G. S. Gupta, Member (Finance and Administration) in the International Airports Authority of India stands relieved from office w.e.f. 22-8-86 (A.N.) on acceptance of his resignation by the Government of India.

[No. AV. 24020/3/86-AA(F.II)]

K. J. M. SHETTY, Jt. Secy.

## संचार मंत्रालय

(दूरसंचार विभाग)

नई दिल्ली, 28 अगस्त, 1986

का.पा. 3108.—स्वायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड 111 के पैरा (क) के अनुसार महाविदेशक दूरसंचार विभाग ने मुल्लापूर टेलीफोन केंद्र, उत्तर पश्चिम सकिज, में दिनांक 13-9-1986 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-23/86-पी एच बी]

MINISTRY OF COMMUNICATIONS  
(Department of Telecommunications)

New Delhi, the 28th August, 1986

S.O. 3108.—In pursuance of para (a) of Section III of Rule 434 of Indian telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specified 13-9-1986 as the date on which the Measured Rate System will be introduced in Mullanpur Telephone Exchange, North West Telecom, Circle.

[No. 5-23/86-PHB]

नई दिल्ली, 3 सितम्बर 1986

का.पा. 3109.—स्वायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महाविदेशक, दूरसंचार विभाग ने मुसोरी टेलीफोन केंद्र, तमिलनाडु सकिज, में दिनांक 16-9-1986 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-26/86-पी एच बी]

New Delhi, the 3rd September, 1986

S.O. 3109.—In pursuance of para (a) of section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960 the Director General, Department of Telecommunications, hereby specified 16-9-1986 as the date on which the Measured Rate System will be introduced in Musiri Telephone Exchanges, Tamil Nadu Telecom. Circle.

[No. 5-26/86-PHB]

नई दिल्ली, 4 सितम्बर, 1986

का. आ. 3110.—स्वायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महाविदेशक, दूरसंचार विभाग ने हिरियूर तथा गोनिकोप्पल टेलीफोन केंद्र, कर्नाटक सकिज में, दिनांक 15-9-1986 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-22/86-पी एच बी]

के. पी. शर्मा, सहायक महाविदेशक (पी.एच.बी.)

New Delhi, the 4th September, 1986

S.O. 3110.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specified 15-9-1986 as the date on which the Measured Rate System will be introduced in Hiriyur and Gonikoppal Telephone Exchanges, Karnataka Telecom. Circle.

[No. 5-22/86-PHB]

K. P. SHARMA, Assistant Director General (PHB)

## श्रम मंत्रालय

नई दिल्ली, 25 अगस्त, 1986

का.आ. 3111.—लोह अयस्क खान, मैंगनीज अयस्क खान तथा क्रोम अयस्क खान श्रम कल्याण निधि नियम, 1978 के नियम 3 के साथ पठित लोह अयस्क खान, मैंगनीज अयस्क खान तथा क्रोम अयस्क खान श्रम कल्याण निधि अधिनियम, 1976 (1976 का 61) की धारा 8 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारत के राजपत्र के भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 25-1-86 के 296 से 298 पृष्ठों पर प्रकाशित भारत सरकार के श्रम मंत्रालय की दिनांक 15 जनवरी, 1986 की अधिसूचना का.आ. सं. 261 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में क्रमांक 15 पर की गई प्रविष्टि के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, अर्थात्:—

15. श्री पी. एम. सिंह,  
संयुक्त निदेशक (आई. डार.),  
स्टील प्रोद्योगिकी आफ इंडिया लिमिटेड,  
इस्पत भवन, लोधी रोड,  
नई दिल्ली।

[सं. यू-23011/3/84-क.-2(सी)]

## MINISTRY OF LABOUR

New Delhi, the 25th August, 1986

S.O. 3111.—In exercise of the powers conferred by Section 6 of the Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976 (61 of 1976) read with Rule 3 of the Iron Ore Mines, Manganese Ore Mines, and Chrome Ore Mines Labour Welfare Fund Rules, 1978, the Central Government hereby makes the following amendment to the notification of the Government of India in the Ministry of Labour S.O. No. 261 dated 15th January, 1986 published at pages 296 to 298 of the Gazette of India, Part II, Section 3 sub-section (ii) dated the 25th January, 1986, namely:—

In the said notification for entry against serial number 15, the following shall be substituted, namely:—

15. Shri P.N. Singh,  
Joint Director (IR)  
Steel Authority of India Limited,  
Ispat Bhawan, Lodhi Road,  
New Delhi.

[No. U-23011/3/84-W.II(C)]

नई दिल्ली, 28 अगस्त, 1986

का.आ. 3112.—केन्द्रीय सरकार बीड़ी कर्मकार कल्याण निधि नियम, 1978 के नियम 3-के उपनियम (2) और नियम 18 के साथ पठित बीड़ी कर्मकार कल्याण निधि अधिनियम, 1976 (1976 का 62) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार के लिए एक सलाहकार समिति गठित करती है, जिसमें निम्नलिखित सदस्य होंगे, अर्थात्:—

- |                    |                  |
|--------------------|------------------|
| 1. श्रम मंत्री,    | अध्यक्ष          |
| केन्द्र सरकार,     |                  |
| दिल्ली             |                  |
| 2. कल्याण आयुक्त,  | उपाध्यक्ष (पदेन) |
| श्रम कल्याण संगठन, |                  |
| बंगलौर             |                  |

3. श्री पी. बी. मोहम्मद; विधान सभा सदस्य, वया मंजिल, डाकघर—विचलैडी, जिला—कोचीकोड, केरल	केरल विधान सभा का प्रतिनिधित्व करने वाले सदस्य	5. Shri G.K. Paniker, Chairman Kerala Dinesh Beedi (Central Co-operative Society) Cannanore.	Employers' representatives
4. अम प्रायुक्त, केरल	राज्य सरकार का प्रति- निधित्व करने वाले सदस्य	6. Shri P.M. Patel, Partner, Yogi Beedi Works, Calicut.	
5. श्री जी. के. पाणीकर, प्रमुख, केरल विदेश बीडी, (सेंट्रल कोपरेटिव सोसाइटी), कन्नानोर	नियोजकों के प्रतिनिधि	7. Shri V.R. Sahadevan, Vilayil Veedu, Kannimel-D, Kilikollor P.O., Quilon-691004 (Kerala)	Employees' representatives
6. श्री पी. एम. पटेल, सामाजिक योगी बीडी वर्क्स, कालीकट	नियोजकों के प्रतिनिधि	8. Shri C. Kannan, Secretary, Kerala Beedi and Cigar Workers Association, C.I.T.U., Cannanore (Kerala).	
7. श्री बी. आर. सहदेवन, बिलाइल बीडी, कन्नियमल-डी डाकघर किलीकोल्लूर, कथोलोन-691 004 (केरल)	कर्मचारियों के प्रतिनिधि	9. Smt. K. Maheswari Amma, Janaky Mandiram P.O. Ambarapuzha, Distt. Alleppey, Kerala.	Women Representative
8. श्री सी. कानन, सेक्रेटरी, केरल बीडी एंड सिगार वर्क्स एसोसिएशन सी.आई.टी.यू., कन्नानोर, केरल		10. Welfare Administrator, Cannanore.	Secretary
9. श्रीमती के. महेश्वरी अम्मा, जानकी मन्दिरम्, डाकघर—अम्बरपूजा, जिला—अलेप्पी, केरल	महिला प्रतिनिधि	2. The headquarters of the said Advisory Committee shall be at Bangalore.	
10. कल्याण प्रशासक, कन्नानोर	सचिव	[No. U-19012/6/83-W.II (C)]	

2. उपर्युक्त सलाहकार समिति का मुख्यालय बंगलूर में होगा।

[यू.-19012/6/83-व्यवस्था-II(सी)]

New Delhi, the 28th August, 1986

S.O. 3112.—In exercise of the powers conferred by section 3 of the Beedi Workers Welfare Fund Act, 1976 (62 of 1976) read with sub-rule (2) of rule 3 and rule 16 of the Beedi Workers Welfare Fund Rules, 1978 the Central Government hereby constitute an Advisory Committee for the State of Kerala consisting of following members namely:—

1. Labour Minister, Government of Kerala, Trivendrum.	Chairman
2. Welfare Commissioner Labour Welfare Organisation, Bangalore.	Vice-Chairman (ex-officio)
3. Shri P.V. Mohammed, Daya Manzil, Quilandy P.O. Kozhikode District Kerala.	Member Legislative Assembly Kerala
4. Labour Commissioner, Kerala.	Member representing State Government

का. घा. 3113.—चूना पत्थर और डोलोमाइट खान  
अधिक कल्याण निधि नियम, 1973, के नियम 3 के उप-नियम (1) के  
साथ पठित चूना पत्थर और डोलोमाइट खान अधिक कल्याण निधि  
अधिनियम, 1972 (1972 का 62) की धारा 7 द्वारा प्रस्तुत शक्तियों  
का प्रयोग करते हुए केन्द्रीय सरकार, भारत के राष्ट्रपति, भाग 2, खण्ड 3,  
उप खण्ड (ii) में दिनांक 25-1-1986 को पृष्ठ 299 से 301 पर  
प्रकाशित भारत सरकार के श्रम मंत्रालय की दिनांक 15 जनवरी, 1986  
की अधिसूचना संख्या का. घा. 262 में निम्नलिखित संशोधन करती  
है, अर्थात्:—

उक्त अधिसूचना में क्रम संख्या 28 के सामने की प्रविष्टियों के  
स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, अर्थात्:—

28. श्री पी. एन. सिंह,  
संयुक्त निदेशक (घाई. धार.),  
स्टील अथॉरिटी ऑफ इंडिया लिमिटेड,  
इस्पत भवन, लोधी रोड,  
नई दिल्ली-1

[सं. यू.-23011/2/84-कल्याण-2 (सी)]

S.O. 3113.—In exercise of the powers conferred by Section 7 of the Lime stone and Dolomite Mines Labour Welfare Fund Act, 1972 (62 of 1972) read with sub-rule (1) of rule 3 of the Limestone and Dolomite Mines Labour Welfare Fund Rules, 1973, the Central Government hereby makes the amendment to the notification of the Government of India in the Ministry of Labour S.O. No. 262 dated 15th January, 1986 published at pages 293 to 301 of the Gazette of India, Part II, Section 3, sub-section (ii) dated 25th January, 1986.

In the said notification for entry against serial No. 28, the following shall be substituted, namely:—

28. Shri P.N. Singh,  
Joint Director (IR)  
Steel Authority of India Ltd.,  
Ispat Bhawan, Lodhi Road,  
New Delhi.

[No. U-23011/2/84-W.II(C)]

नई दिल्ली, 29 अगस्त, 1986

का. आ. 3114.—केन्द्रीय सरकार अधक खान भ्रम कल्याण निधि अधिनियम, 1946 (1946 का 22) की धारा 3 की उप धारा (4) के अनुसरण में 31 मार्च, 1985 को समाप्त होने वाले वर्ष के दौरान अधक खान भ्रम कल्याण निधि से वित्त पोषित कार्यक्रमों की तथा उस वर्ष के लेखे और वर्ष 1985-86 के लिए उक्त निधि की प्राप्तिओं और व्ययों के प्राकलनों संबंधी निम्नलिखित रिपोर्ट प्रकाशित करती है।

#### भाग-I

##### 1. सामान्य

अधक खान भ्रम कल्याण निधि का गठन अधक खान भ्रम कल्याण अधिनियम, 1946 (1946 का 22) के अधीन अधक खान उद्योग में नियोजित श्रमिकों की भलाई से संबंधित स्कीमों के पोषण के लिए किया गया है।

2. इस अधिनियम में निर्धारित किए गए सारे अधक पर मूल्यानुसार छह प्रतिशत की अधिकतम दर पर सीमाशुल्क के उद्ग्रहण के लिए व्यवस्था है। उपर की दर, जो पहले मूल्यानुसार 2-1/2 प्रतिशत थी, को 15 जुलाई, 1974 से बढ़ाकर 3-1/2 प्रतिशत कर दिया गया है।

#### भाग-II

##### क. चिकित्सा

अधक खान भ्रम कल्याण संगठन द्वारा अधक श्रमिकों और उनके आश्रितों के लिए विभिन्न किस्मों की चिकित्सा सुविधाओं की निःशुल्क व्यवस्था की जाती है। इन सुविधाओं में अस्पतालों, प्रसूति एवं शिशु कल्याण केन्द्रों का प्रावधान व उनके रख रखाव, गृह उपचार सहित क्षयरोग के उपचार की सुविधाएं, आयुर्वेदिक औषधालयों सहित औषधालय सुविधाएं और अन्य सुविधाएं आवि शामिल हैं। रिपोर्टीयन वर्ष के दौरान अधक खानिकों और उनके आश्रितों के उपचार के लिए कल्याण संगठन द्वारा निम्नलिखित केन्द्रीय और क्षेत्रीय अस्पताल चलाए जाते रहे :

कर्मिक अस्पताल का नाम	पसंगों की संख्या
1. केन्द्रीय अस्पताल, काजीबेडु (आंध्र प्रदेश)	30
2. क्षेत्रीय अस्पताल, तालुपर (आंध्र प्रदेश)	10
3. केन्द्रीय अस्पताल, कालीबेडु (आंध्र प्रदेश) के साथ सम्बद्ध क्षय रोग कक्षा	20
4. क्षेत्रीय अस्पताल, सैयतपुरम (आंध्र प्रदेश)	10
5. केन्द्रीय अस्पताल, कर्मा (बिहार)	100
6. केन्द्रीय अस्पताल, तिसरी (बिहार)	30
7. क्षय रोग अस्पताल, कर्मा (बिहार)	50

इसके अतिरिक्त अधक का उत्पादन करने वाले तीन राज्यों में निम्नलिखित अन्य प्रकार के चिकित्सा संस्थान भी लगातार कार्य करते रहे :

चिकित्सा संस्थान	आंध्र प्रदेश	बिहार	राजस्थान	कुल
एलोपैथिक औषधालय	—	5	3	8
आयुर्वेदिक औषधालय	2	8	4	14
प्रसूति व शिशु कल्याण केन्द्र	—	—	3	3
होम्योपैथिक क्लिनिक	—	—	—	—
चलते-फिरते चिकित्सालय एकक	1	2	2	5
लघु सामुदायिक केन्द्र	—	3	—	3

कल्याण संगठन क्षय रोग से पीड़ित खानिकों के इलाज के लिए पर्याप्त सुविधाएं प्रदान करने का प्रयास करता रहता है। क्षय रोग अस्पतालों और चिकित्सालयों की स्थापना करने के अलावा क्षयरोग सिलिकोसिस से पीड़ित आंध्र प्रदेश के अधक खानिकों का विशेष इलाज करवाने के लिए नेल्सों में 4 पसंग आरक्षित रखे जाते हैं। इनके अतिरिक्त, केन्द्रीय अस्पताल, गंगापुर में इस प्रयोजन के लिए 10 पसंगों वाला एक अलग कक्षा भी है।

##### विभिन्न चिकित्सा सुविधाएं

घातक दुर्घटना और लाभ योजना के अन्तर्गत, निधि ने खानिक की पत्नी/पति को 250 रुपये की (जिसे अब बढ़ा कर 500 रु. कर दिया गया है) एक मुश्त अदायगी और पांच वर्ष की अवधि के लिए 75 रुपये प्रतिमास के भत्ते की अदायगी और प्रत्येक स्कूल जाने वाले बच्चों के लिए उसके 15 वर्ष के होने तक या विवाह करने तक, जो भी पहले हो, 15 रुपये मासिक छात्रवृत्ति की अदायगी के रूप में वित्तीय सहायता देना जारी रखा। रिपोर्टीयन अवधि के दौरान इस योजना के अधीन आंध्र प्रदेश के चार लाभानुभागियों को 1365/- रुपये और बीसबाड़ा, राजस्थान के दो मामलों में 1800/- रु. का भुगतान किया गया।

नेतुलमारी कोढ़ अस्पताल में कोढ़ से पीड़ित बिहार के अधक खानिकों के उपचार की व्यवस्था जारी रही। कैम्बर से पीड़ित अधक खानिकों के उपचार के लिए केन्द्रीय अस्पताल, कल्ला (आसनसोल) और दोषी में कान्के में स्थित मानसिक रोगों के अस्पताल में मानसिक रोगों से पीड़ित अधक खानिकों के उपचार की व्यवस्था जारी रही। यदि क्षयरोग का मरीज परिवार में अकेला कमाने वाला सदस्य हो तो नौ माह की अवधि तक 100/- रु. प्रतिमाह की दर से निर्वाह भत्ता दिया जाता है।

अधक खान भ्रम कल्याण संगठन द्वारा चलाए जा रहे अस्पतालों में ऐसे रोगियों का भी उपचार दिया जाता है, जिन्हें यह हक प्राप्त नहीं है। उनके उपचार के लिए संबंधित राज्य सरकारों द्वारा निधि संगठनों को सहायता अनुदान दिया जाता है। अधक खान भ्रमिकों को 50/- रु. प्रति जोड़ा से अनधिक लागत पर ऐनकों की सप्लाई की जाती है। इस लागत में फ्रेम तथा लेंस की कीमत भी शामिल है। यदि लेंसों को बदलने की आवश्यकता होती है तो उन्हें 20/- रु. से अनधिक लागत पर एक वर्ष में बदला जाएगा।

##### ख. शिक्षा और मनोरंजन सुविधाएं

अधक श्रमिकों और उनके आश्रितों के लिए शिक्षा और मनोरंजन सुविधाओं की व्यवस्था करने हेतु कल्याण संगठनों द्वारा बहुउद्देशीय संस्थान चलाए जाते हैं जिनमें प्रत्येक संस्थान में एक प्रौढ़ शिक्षा केन्द्र और एक महिला कल्याण केन्द्र शामिल है। प्रौढ़ शिक्षा कार्यक्रमों का विस्तार करने हेतु कल्याण संगठन ने सहायक और प्रौढ़ शिक्षा केन्द्र भी खोले हैं। मनोरंजन के प्रयोजनार्थ अधक खान क्षेत्रों में रेडियो सेट स्थापित किए गए हैं और अधक भ्रम कल्याण संगठन के अन्तर्गत मनोरंजन क्लब, पुस्तकालय और वाचनालय भी चलाए जाते हैं। शिक्षा सुविधाएं देने के उद्देश्य से, कल्याण संगठन द्वारा प्राइमरी स्कूल, मिडिल स्कूल/हाई स्कूल चलाए जा रहे हैं। इन सुविधाओं की व्यवस्था करने वाले संस्थानों की संख्या इस प्रकार है :—

क्र. संस्थाओं का व्यौरा सं.	आंध्र प्रदेश	बिहार	राजस्थान	कुल
1	2	3	4	5
1. बहुउद्देशीय संस्थान जिनमें प्रौढ़ शिक्षा केन्द्र और महिला कल्याण केन्द्र भी शामिल है।	—	9	—	9
2. प्रौढ़ शिक्षा केन्द्र	—	—	6	6

1	2	3	4	5	6
3. प्राथमरी/प्रारम्भिक स्कूल	4	3	---	7	
4. मिडिल स्कूल	---	1	---	1	
5. सहायक केंद्र	---	1	---	1	
6. खनिकों के बच्चों के लिए छात्रावास/होस्टल	2	1	1	4	
7. हाई स्कूल	1	3	1	5	
8. चलने-फिरने मिनेमा एकक	1	3	1	5	
9. विभागीय मेडियो सैट	22	16	6	44	
10. मनोरंजन क्लब	14	---	8	22	
11. भजन मंडली	9	9	---	18	
12. पुस्तकालय और वाचनालय	---	15	7	22	
13. टी.वी. सैट	1	---	---	1	

चलने-फिरने मिनेमा एकक के माध्यम से शैक्षिक एवं धार्मिक महत्त्व की फिल्म दिखाई जाती है।

स्कूलों और कालेजों में ग्रामक तनिकों के पढ़ रहे 'पुत्रों/पुत्रियों' के अध्ययन के लिए छात्रवृत्तियां दी जाती हैं। वित्तीय वर्ष 1984-85 के दौरान 391 छात्रों के लिए 1,25,727/- रु. की राशि मंजूर की गई।<sup>3</sup>

ग्रामक खनिकों के बच्चों को 3000/- रु. की लागत की किताबें और स्टेपें बांटी गई। प्राथमरी स्कूलों में जाने वाले ग्रामक खनिकों के बच्चों को दोपहर का भोजन भी दिया जाता है।

#### मनोरंजन

वर्ष 1984-85 के दौरान तीन क्षेत्रों अर्थात् राजस्थान, हैदराबाद और बिहार में ग्रामक खनिकों के लिए क्षेत्रीय आर्थिक क्रीडाएं/खेलों और कर्मा (बिहार) में केन्द्रीय खेलों को आयोजित करने के लिए 39,000 रु. मंजूर किए गए।

#### (ग) पेय जल की सुविधाएं

ग्रामक खनन क्षेत्रों में पेय जल की कमी एक चिरकालिक समस्या है। इस समस्या को हल करने के लिए कुएं खोदने की एक योजना प्रारम्भ की गई है। इस योजना के अंतर्गत अनुमानित लागत का 75 प्रतिशत या वास्तविक लागत का 75 प्रतिशत, जो भी कम हो, खान मालिकों को कुएं खोदने के लिए दिया जाता है। आंध्र प्रदेश में कालीचेडू गांव में तालुपुर और मयदपुरम् के लिए एक स्थायी जल प्रदाय योजना पर विचार किया जा रहा है। अभी तक आंध्र प्रदेश में 29 कुओं और राजस्थान क्षेत्र में 16 नए कुओं, कर्मा (बिहार) में 74 कुओं को 7.40 लाख रु. की लागत पर खोदा गया।

#### (घ) आवास

ग्रामक खान श्रमिकों के लिए दो आवास योजनाएं अर्थात् "अपना मकान बनाओ योजना" और "टाइप 1 आवास योजना" लागू की जा रही है।

"अपना मकान स्वयं बनाओ योजना" के अंतर्गत ग्रामक खनिकों को प्रति मकान के लिए 5000/- रु. (1000/- रु. सहायता के रूप में और 4000/- रु. व्याज मुक्त ऋण के रूप में) दिए जाते हैं। यह ऋण तो वर्ष से अनुधिक अवधि में मासिक किश्तों में वसूल किया 70:30 = 1

जाएगा। इस योजना के अंतर्गत आंध्र प्रदेश क्षेत्र में 374 मकान और राजस्थान क्षेत्र में 314 मकान पूरे किए जा चुके हैं।

"टाइप-1 आवास योजना" के अंतर्गत, 10,000/- रु. की अनुमानित लागत का 75 प्रतिशत या निर्माण की वास्तविक लागत का 75 प्रतिशत जो दर से जो भी कम हो, आर्थिक सहायता दी जाती है। इसके अतिरिक्त माधुरण क्षेत्रों के लिए 2000/- रु. का 50 प्रतिशत और कपाम पैदा करने वाली काली या उभरी हुई भूमि वाले क्षेत्रों में 2000/- रु. या वास्तविक लागत का 75 प्रतिशत इसमें जो भी कम हो, विकास व्यय भी देय है।

#### भाग-III

वर्ष 1984-85 की प्राप्ति और व्यय इस प्रकार हैं :-

##### प्राप्तियां

पहली अप्रैल, 1984 को अवशेष	175,89,587.39 रु.
वर्ष 1984-85 के दौरान प्राप्ति	165,36,846.17 रु.
वर्ष 1984-85 के दौरान व्यय	116,49,688.78 रु.
31 मार्च, 1985 को अंत शेष	224,76,744.78 रु.

#### भाग-IV

वर्ष 1985-86 के लिए अनुमानित प्राप्ति और व्यय निम्न प्रकार से हैं :-

वशत अनुमान	159,19,000.00 रु.
व्यय	152,45,000.00 रु.
[सं. जेड-12013/4/85-उत्पन्नी-II]	
एस.एम. भल्ला, अवर सचिव	

S. O. 3114.--In pursuance of Sub-Section (4) of Section 3 of the Mica Mines Labour Welfare Fund Act, 1946 (XXII of 1946). The Central Government hereby publish the following report of the activities financed from the Mica Mines Labour Welfare Fund during the year ending 31st March, 1985 together with a statement of accounts for the year and estimates of receipts and expenditures of the said fund for the year 1985-86.

#### PART I

##### 1. General

The Mica Mines Labour Welfare Fund has been constituted under the Mica Mines Labour Welfare Fund Act, 1946 (22 of 1946) for financing schemes relating to the welfare of labour employed in the mica mining industry.

The Act provides for the levy of a duty of customs on all mica exported upto a maximum rate of 6% advalorem. The rate of cess was increased to 3 1/2 percent with effect from the 15th July, 1974 from the previous level of 2 1/2 per cent advalorem.

#### PART II

##### 2. Medical

Various types of medical facilities for mica workers and their dependents are provided free of cost by the Mica Mines Labour Welfare Organisation. These include provision and maintenance of hospitals, maternity and child welfare centres, facilities for treatment of TB. including domiciliary treatment, dispensary services including Ayurvedic dispensaries and other facilities etc. The following Central and Regional Hospitals continued to be maintained by the Welfare Organisations

the treatment of mica miners and their dependents during the year under report:—

S. No.	Name of the Hospitals	Bed strength
1.	Central Hospital, Kalichedu (Andhra Pradesh)	30
2.	Regional Hospital Talupur (Andhra Pradesh)	10
3.	T.B. Ward attached to Central Hospital Kalichedu (Andhra Pradesh)	20
4.	Regional Hospital Sydepuram (A.P.)	10
5.	Central Hospital, Karma (Bihar)	100
6.	Regional Hospital, Tisri (Bihar)	30
7.	T.B. Hospital, Karma (Bihar)	50

In addition the following medical clinics/dispensaries/Unit also continued to operate in the three mica producing states:

Medical Institutions	A.P.	Bihar	Rajasthan	Total
Allopathic Dispensaries	..	5	3	8
Ayurvedic Dispensaries	2	8	4	14
Maternity & Child Welfare Centres	..	..	3	3
Homeopathic Clinic	..	..	..	..
Mobile Medical Unit	1	2	2	5
Small Community Centres	..	3	..	3

The Welfare Organisations have been endeavouring to provide adequate facilities for treatment of the miners suffering from T.B. Apart from setting up of T.B. hospitals and clinics, 4 beds remained reserved in Nellore for providing specialised treatment to mica miners of Andhra Pradesh suffering from T.B. and Silicosis. Besides, there is a 10 bedded segregated ward in the Central Hospital, Gangapur for the purpose.

#### Miscellaneous Medical Facilities

Under the Fatal Accident and Benefit Scheme, the fund continued to provide financial assistance to the spouse of a minor in the form of a lumpsum payment of Rs. 250/- (since revised to Rs. 500/-) and monthly allowance of Rs. 75/- payable for a period of five years and a monthly scholarship of Rs. 15/- payable in respect of each school going child till the age of 15 or is married whichever is earlier. During the period under report an amount of Rs. 1365/- to four beneficiaries in Andhra Pradesh and Rs. 1800/- to two cases in Bilhara (Rajasthan) region was paid under this scheme.

Arrangements continued for the treatment of mica miners of Bihar suffering from leprosy at the Tetulmari Leprosy Hospital. For the treatment of mica miners suffering from Cancer, arrangement continued at the Central Hospital Kalla (Asansol) and for mental disease at the Mental Hospital Kanke, Ranchi. A subsistence allowance of Rs. 100/- is granted to T.B. patient for a period upto 9 months when he happens to be the only earning member of the Family.

The non-entitled patients also get treatment from the hospitals run by the Mica Mines Labour Welfare Organisation. For their treatment grants-in-aid is paid by the concerned state Governments to the Fund Organisations. Spectacles are supplied to the Mica Mines Workers at a cost not exceeding Rs. 50/- which includes cost of frame and lenses. If the power of lenses needs a change, the same will be replaced at a cost not exceeding Rs. 20/- for lenses after one year.

#### 3. Educational and recreational facilities

For providing educational and recreational facilities to mica workers and their dependents, various multipurpose Institute each comprising an Adult Education Centre and Women welfare centre are run by the Welfare Organisation. In order to expand the Adult Education activities, feeder and adult education centres have also been opened by the Welfare Organisation. For recreation purposes Radio sets have been installed in the mica mining areas and recreation clubs as well as library and reading rooms have been functioning under the Mica Mines Labour Welfare Organisations. In order to provide educational facilities, primary school, middle schools/high school are run by the Welfare Organisation. The number of institutions providing the above facilities are as under:

S. No.	Particulars of Institutions	A.P.	Bihar	Rajasthan	Total
1.	Multipurpose Institutions with Adult education centre & Women's Welfare Centre)	..	9	..	7
2.	Adult Education Centre	..	..	6	6
3.	Primary Elementary Schools	4	3	..	7
4.	Middle Schools	..	1	..	1
5.	Feeder Centres	..	1	..	1
6.	Boarding Home/Hotel for miners' children	2	1	1	4
7.	High Schools	1	3	1	5
8.	Mobile Cinema Units	1	3	1	5
9.	Departmental Radio Sets	22	16	6	44
10.	Recreation Clubs	14	..	8	22
11.	Bhajan Mandalies	9	9	..	18
12.	Library and Reading Rooms	..	15	7	22
13.	T.V. Sets	1	..	..	1

Films of educational and religious value are exhibited through a mobile cinema units.

Scholarships are awarded to the sons/daughters of mine miners studying at schools and colleges for their studies. During the financial year 1984-85 Rs. 1,25,727/- were sanctioned to 391 students as scholarship.

Books and slates to the children of mica miners at a cost of Rs. 3,000/- were distributed. Mid-day meals were also served to primary school going children of mica miners.

#### Recreation

During the year 1984-85 an amount of Rs. 3,39,000/- was sanctioned for holding regional annual sports/games meets for mica miners in three regions namely Rajasthan, Hyderabad and Bihar as also for central sports at Karma (Bihar).

#### (4) Drinking Water Facilities

Scarcity of drinking water is a chronic problem in mica mining areas. With a view to resolving this problem, a scheme for sinking of wells has been introduced. Under this scheme 75% of the estimated cost or 75 per cent of the actual cost, whichever is less is paid to the mine owners for sinking wells. In Kalichedu Village in Andhra Pradesh a permanent Water

Supply Scheme covering Talupur and Sydapuram, is also under consideration. 29 wells in Andhra Pradesh region 16 new wells in Rajasthan and 74 wells in Karma (Bihar) at the cost of Rs. 7.40 lakhs has so far been sunk.

(5) Housing.

Two schemes viz 'Build Your Own House Scheme' and 'Type I Housing Scheme' are being implemented for mica mine workers.

Under Build Your Own House Scheme financial assistance to the tune of Rs. 5000/- per tenement (Rs. 1000/- in the form of subsidy and Rs. 4000/- in the form of interest free loan) is payable to the mica miners. The loan is recoverable in the monthly instalments spread over a period of not exceeding 9 years. 374 houses in Andhra Pradesh region and 344 houses in Rajasthan Region has been completed under the aforesaid scheme.

Under Type I Housing Scheme, subsidy is payable at the rate of 75 per cent of the estimated cost of Rs. 10,000/- or 75 per cent of the actual cost of construction whichever is less. In addition to it, the development charges are also payable at the rate of 50 per cent of Rs. 2,000/- for ordinary areas and 75 per cent of the Rs. 2000/- for black cotton and swelly soil areas or the actual cost whichever is lower.

#### PART-III

The receipts and expenditure for the year 1984-85 are as under:—

##### Receipts

	Rs.
Opening balance as on 1st April, 1984	175,89,587.39
Receipts during 1984-85	165,36,836.17
Expenditure during 1984-85	116,49,688.78
Closing balance as on 31st March, 85	224,76,744.78

#### PART-IV

Estimated receipts and expenditure for the year 1985-86 are as follows:—

	Rs.
Budget Estimates	159,19,000.00
Expenditure	152,45,000.00

[No. Z-12013/4/85-W-II]

S. S. BHALLA, Under Secy.

नई दिल्ली, 26 अगस्त, 1986

का.आ. 3115.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बैंक ऑफ़ बरोडा के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-8-1986 को प्राप्त हुआ था।

New Delhi, the 26th August, 1986

S.O. 3115.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Baroda and their workmen, which was received by the Central Government on the 20th August, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL-CUM-LABOUR COURT, KANPUR  
Industrial Dispute No. 260/85

Reference No. L-12012/251/84-D.II.A dated 22-8-85

In the matter of dispute between:

The General Secretary, Uttar Pradesh Bank of Baroda Employees Union, C/o Bank of Baroda, Latouch Road, Kanpur.

AND

The Asstt. General Manager, Bank of Baroda, LIC Investment Building, 45, Hazratganj, Lucknow.

#### AWARD

1. The Central Government Ministry of Labour vide its notification No. L-12012/251/84-D. II.A dated 22-8-85 has referred the following dispute for adjudication on this Tribunal :

"Whether the action of the management of Bank of Baroda in withdrawing the promotion offered to Shri S. N. Bajpai Accounts Clerk, Birhana Road Branch at Kanpur, vide management's letter dated 1-7-82 is justified? If not, to what relief is the workman concerned entitled?"

2. Workman submitted his statement of claim and the management filed written statement thereon.

3. At later stage parties submitted settlement verified the same before the court and requested for giving award in terms of the settlement.

4. The case was ordered to be decided in terms of settlement.

5. In consequence of the settlement filed and verified before court award is hereby given in terms of settlement as under:—

#### TERMS OF SETTLEMENT :

1. That to the above-noted claim, the parties have agreed to come to a settlement.

2. That it has been agreed that with effect from the date of his acceptance i.e. 24-7-82 Shri S. N. Bajpai will be given his promotion but will not be entitled to any arrears of seniority for the period upto his acceptance.

3. That in view of the above terms and conditions the matter, thus is liable to be decided accordingly.

I, therefore give my settlement award accordingly.

Let six copies be sent to the Government for its publication.

14-8-1986.

R. B. SRIVASTAVA, Presiding Officer  
[No. L-12012/251/84-D.II(A)]

का.आ. 3116.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इलाहाबाद बैंक के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-86 को प्राप्त हुआ था।

S.O. 3116.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Allahabad Bank and their workmen, which was received by the Central Government on the 18th August, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 195 of 1984

Reference No. L-12012/44/84-D.II-A dated 19-7-1984

In the matter of dispute between :

Shri Sher Singh C/o Shri P. N. Tewari, Authorised Representative of the workman 165-Sobatiabagh, Allahabad.

AND

The Dy. General Manager, Allahabad Bank Hazaratganj, Lucknow.

APPEARANCE :

Shri V. N. Sekhari—for the workman.

Shri Rajeev Kapoor—for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/44/84-D.II(A) dated 19-7-84, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Allahabad Bank Lucknow, in relation to their City Office Branch, Allahabad in terminating the services of Shri Sher Singh Ex-Sweeper w.e.f. 19-5-82 is justified ? If not, to what relief is the workman concerned entitled?

2. The case of the workman is that prior to 1981 he worked as temporary sweeper in leave arrangement but was appointed as such in the management bank on regular basis from 1-12-1981 on the basis of appointment letter given on 23-11-1981. He was appointed on probation of six months. During the probation period the services of the workman were terminated on 19-5-82, on the ground that his work not found satisfactory which termination is illegal in the absence of any proper enquiry and without given him retrenchment compensation.

3. The management contested the petition of the management on the grounds that the workman was rightly discharged under para 2 of the appointment letter dt. 23rd November, 1981 and in lieu of notice he was given one month's pay and that the provision of section 25F is not attracted in this case.

4. In para 2 of the appointment letter it was mentioned that the services of the workman could be terminated within the probation period without assigning any reason by giving one month's notice.

5. On behalf of the management one Shri Jagdish Narain Sharma filed his affidavit evidence that during the probation workman opened an account in the name of Smt. Vikky having himself introduced that account and when asked to explain his conduct he accepted his guilt vide letter dated 3-5-1983. The workman was not allowed to work in the bank hence he moved an application on 25-5-82 ext. W-4 alleging that he had gone for duty on 26th and 27th May, but was not allowed to perform duty. The management witness has deposed in cross examination that he has no knowledge if the workman was working in the management bank from the when his father died, but admits that workman was working when he took charge in the bank and till the date of his retirement. He admits that no charge sheet or memo was given to the workman or any enquiry held against him to his knowledge and before termination letter nothing was given to him that his work was not satisfactory. He further states that he has no knowledge that benami accounts are opened.

6. On the other hand workman has given his affidavit and has stated that Smt. Vikky was his cousin and was widow and that with her he later married and that when enquired about the fact told the fact. He has also averred that till date of his termination he worked regularly from January, 1981. In cross examination he has admitted that he did not object when appointment letter was given 1-12-1981. He also states that he is not in service at any place presently.

7. Under para 495 of the Sastri Award, the services of a probationer could be despatched with on or before the expiry of probationary period if the work was found not satisfactory management considers that the workman is not likely to improve a further opportunity of three months is given. The management has right to terminate the services of workman without assigning any reason but when that reason is assigned namely that the work and conduct is not satisfactory that amounts to a stigma and the termination on account of some stigma attached is illegal if made without proper enquiry and proof of the same. The management witness has given an example of conduct of work being not satisfactory, that during the probation period he opened an account in false name of Smt. Vikky having himself introduced, the account. It is not disputed that benami accounts are opened and maintained. If that is done not with intention to make an unfair loss to the bank or the unfair gain to himself Moreover in his affidavit he admitted again to have done it because as widow he married her and as such opened account benami in the name of his wife. If the management believed that this was unfair and the workman had committed a guilt there could have been a proper charge sheet of misconduct which would have been enquired and only services terminated on the proof of the same. The management has failed to show that even after giving a formal appointment letter on 1-12-81 the workman was not working as a temporary sweeper from January, 1981, in the permanent vacancy created on the death of his father in December, 1980.

8. In view of the provisions of para 30.8 of the Bipartite settlement as the workman was eventually selected for the permanent vacancy where he was working and his period of temporary employment will be taken into account as part of probationary period. Thus in any view of the matter the termination of the workman w.e.f. 23-5-80 is illegal and he is entitled to be reinstated with full back wages.

9. Thus in view of the discussions made above I hold that the action of the management in relation to their City Office branch, Allahabad in terminating the services of Shri Sher Singh w.e.f. 19-5-80 is not justified. The result is that he will be reinstated in service with full back wages.

10. I, therefore, give my award accordingly.

11. Let six copies of this award be sent to the Government for its publication.

11-8-1986.

R. B. SRIVASTAVA, Presiding Officer  
[No. L-12012/44/84-D.II(A)]

का. अ. 3117—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14)  
को धारा 17 के अनुवर्ण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबन्धक से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुवर्ण में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-86 को प्राप्त हुआ था।

S.O. 3117.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 18th August, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. No. 209 of 1983

Reference No. L-12012/240/82-D.II(A) Dated 28-6-1983  
Matter of dispute between :

Shri Madan Singh C/o The Deputy General Secretary,  
State Bank of India Staff Association, 2/263-  
Namnair, Agra.

AND



The Regional Manager, Region- III, State Bank of India, Lauris Hotel, Agra.

#### APPEARANCE :

Shri V. K. Gupta—for the workman,  
Shri P. K. Gupta—for the management.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/240/82-D.II(A) dated 28-6-1983, has referred for following dispute for adjudication to this tribunal,

"Whether the action of the management of State Bank of India in relation to its Chatta Branch under Control of Regional Manager, Agra, in terminating the services of Shri Madan Singh, Sub-staff from 13-11-78 is justified? If not, to what relief is the workman concerned entitled?"

2. The case of the workman is that the management had a permanent strength of 4 guards one of whom Shri Karan Singh retired in the year 1968. The workman alongwith one Gulab Singh was appointed and both were working in rotation so as not to complete 240 days in one calendar year. It is common ground that after 1978 in this branch of the management Gulab Singh was absorbed permanently. After 1978 in this branch of the bank instead of bank guard police guards have been posted.

2. From the joint inspection report also it appears that in a span of 10 years from 1968 to 1978 the workman worked in all for a total period of 886 days and in the last three years i.e. 76, 77 and 78 he worked for 141, 176 and 159 days respectively. It further transpired from the joint inspection report that one Gulab Singh was also working as temporary guard alongwith workman and said Gulab Singh was absorbed in bank's permanent service with effect from 13-11-78. The workman was given bonus during the period 71 to 78.

3. The management has taken the stand that workman was engaged in leave arrangement only. It is further averied that the bank tried its best to absorb the workman but on perusal of the record it was found that he was enrolled on 3-2-66 and was discharged from Military Service from 12-8-66 and in this way he was only a recruit and not a soldier. Further he was dismissed from the Military Services as he was not likely to become an effective soldier and for security reasons the workman was not found fit for permanent absorption as guard as he was not found fit to be appointed soldier in Military Services.

4. The management has filed a number of documents to show that the workman was discharged from the military services as he can not become an effective Soldier. If this was so there apparently does not appear any reason why the workman was engaged off and on for full 10 years. The management has failed to show by any document that the workman was engaged in leave vacancy and in any eventuality having worked for such a long time and specially during the last three years for more than 100 days or so the workman acquired the status of a temporary employee, and his services could be terminated only after terminating the junior most amongst the temporary class IV employees. From the joint inspection it transpired that no such register of guards engaged temporarily for the year 1970 to 78 is available with the bank. If the workman has acquired temporary status he could have been absorbed as messenger if work of Police Guard was there and in one permanent vacancy of Karan Singh Gulab Singh was absorbed permanently w.e.f. 13-11-78. In the absence of any seniority list of the temporary employees there had been violation of rule 77 and section 25G of the I.D. Act and on that count the termination of the workman would be illegal.

5. The management witness has admitted that the workman was not given termination letter, notice pay in view of the provisions of para 522(4) and (5) of the Sastri Award, he could have been given termination letter and 14 days notice. Non compliance of the same also renders termination of the workman illegal.

6. The contention of the management that the workman was only a Badli Guard and thus a casual workman and not

entitled to benefits available to a temporary workman is not acceptable as admittedly there was vacancy of one Karan Singh amongst guard. The management should have filled up vacancy which was ultimately filled on 13-11-78, by appointing Shri Gulab Singh. The practice engaging temporary employees by rotation to fill up permanent vacancy is an unfair labour practice and this unfair labour practice was allowed to continue for good number of years. Thus it can not be said that the workman was only a casual employee or a badli guard and had not acquired the status of temporary workman having worked for 886 days during the span 1968 to 1978 and particularly having worked for 141 days in 1976, 176 days in 1977 and 159 days in 1978.

7. In these circumstances the termination of the services of the workman on 13-11-1978 was illegal and the action of the management in terminating the services of the workman from 13-11-1978 is not justified. The learned representative for the management has argued that as the termination took place about 8 or 9 years back and in case reinstated is considered the workman can be given compensation. I do not see any justifying reason to allow compensation, because temporary workman who worked as guard in rotation can also be given services of messengers and peon who all come under the category of class IV employees. It is for the management to consider whether it would be proper to take work from the workman either as messenger or as guard.

8. The result is that the workman is entitled to be reinstated in service with full back wages.

9. I therefore, given my award accordingly.

Let six copies of this award be sent to the government for its publication.

Dated 11-8-86.

R. B. SRIVASTAVA, Presiding Officer  
[No. L-12012/240/82-II(A)]  
N. K. VERMA, Desk Officer

नई दिल्ली, 26 अगस्त, 1986

का.प्र. 3118.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पंजाब नेशनल बैंक के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंजाब को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-1986 को प्राप्त हुआ था।

New Delhi, the 26th August, 1986

S.O. 3118.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank, and their workmen, which was received by the Central Government on the 19th August, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-1 LABOUR COURT, KANPUR

Industrial Dispute No. 10/86

Reference No. L-12012/19/84-D.IV(A) Dated 1-1-86

In the matter of dispute between :

Shri B. K. Sharma C/o The State Vice President, U.P. Bank Employees Congress, Vijay Hotel, Railway Road, Aligarh (U.P.).

AND

The Regional Manager, Punjab National Bank, Regional Office, Meerut (U.P.).

AWARD

1. The Central Government, Ministry of Labour vide its notification No. L-12012/19/84-DIV(A) dated 1-1-86 has

referred the following dispute for adjudication on this tribunal;

"Whether the action of the management of Punjab National Bank in terminating the services of Shri B. K. Sharma, Clerk, Punjab National Bank, Moradabad w.e.f. 22-7-73 is justified? If not, to what relief is the concerned workman entitled?"

2. Workman submitted his statement of claim and the management filed written statement thereon.

3. At later stage parties submitted settlement verified the same before the court and requested for giving in terms of the settlement.

4. The case was ordered to be decided in terms of settlement.

5. In consequence of the settlement filed and verified before court award is hereby given in terms of settlement as under :—

#### TERMS OF SETTLEMENT :

1. That the bank without prejudice to its various contentions agrees to appoint Shri B. K. Sharma, as confirmed hand in clerical cadre of the bank with composite designation on basic pay of Rs. 580 in the scale of Rs. 520-30-580-35-685-45-820-55-930-60-990-65-1055-70-1195-85-1280-95-1660.
2. That the workman will not be entitled to any benefit monetary or otherwise in any shape or form in respect of his past temporary service or the period intervening between the date of his termination and the present re-appointment.
3. That Shri B. K. Sharma will be deemed to have been appointed as a confirmed hand in the service of the bank from the date he reports for duty to the Regional Manager, Moradabad Region after obtaining a clean discharge certificate from his present employer, if any.
4. That this settlement has been arrived at having regard to the peculiar facts and circumstances of the case and this settlement shall not be cited as a precedent by any parties before any forum.

I, therefore give my settlement award accordingly.

Let six copies be sent to the Government for its publication.

R. B. SRIVASTAVA, Presiding Officer

[No. L-12012/19/84-D.IV(A)]

का. आ. 3119.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, कोदवा पदम न्यास, गार्धधाम के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुसूच में निम्नित औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदाबाद के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-8-86 को प्राप्त हुआ था।

S.O. 3119.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure in the Industrial Disputes between the employers in relation to the management of Kandla Port Trust, Gandhidham and their workmen, which was received by the Central Government on the 20th August, 1986.

BEFORE SHRI G. S. BAROT, PRESIDING OFFICER  
INDUSTRIAL TRIBUNAL (CENTRAL) AT  
AHMEDABAD

Reference (ITC) No. 30 of 1985

#### ADJUDICATION

#### BETWEEN

The management of Kandla Port Trust, Gandhidham.—First Party.

#### AND

The workmen employed under it.—Second Party.

In the matter of termination of service of Shri Vijay N. Bhatia, daily rated Chowkidar.

#### AWARD

The industrial dispute between the management of Kandla Port Trust, Gandhidham and the workmen employed under it has been referred to me for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947, by the Government of India, Ministry of Labour Department's Order No. L-57012/2/85-D.IV(A) dated 11th December, 1985.

2. The dispute relates to a single demand which is as under :—

"Whether the action of the management of Kandla Port Trust, Gandhidham (Kutch) in terminating the service of Shri Vijay N. Bhatia, daily rated Chowkidar with effect from 27th April, 1983 is justified? If not, to what relief the workman is entitled and with what effect?"

3. However, before this reference can be heard and finally disposed of, the parties have arrived at an amicable settlement and submitted the terms of settlement vide Ex. 8 with a request to make an award in terms thereof. The terms of settlement Ex. 8 appears to me fair and reasonable under the circumstances of the case. I, therefore, make an Award in terms of settlement Ex. 8 which is appended hereto as Annexure "A". No order as to costs.

G. S. BAROT, Presiding Officer

Ahmedabad.

Date 4th Aug., 1986.

[No. L-37012/2/85-D.IV(A)]

BEFORE SHRI G. S. BAROT, HON. INDUSTRIAL  
TRIBUNAL AT AHMEDABAD  
(Camp at Gandhidham)

Ref. (ITC) No. 30/85

#### BETWEEN

Kandla Port Trust, Ahmedabad.

#### AND

The workmen employed under it.

In the matter of Shri Vijay N. Bhatia, ex-daily rated worker.

The parties hereto have arrived at an amicable settlement and submit that an award in terms hereof may please be made :—

(1) That Shri Vijay N. Bhatia will be taken back on duty as a daily rated casual chowkidar from the day he reports and the work is available. For the purpose of seniority amongst the daily rated chowkidars, the date of his initial engagement i.e. 28-6-1982 (28-6-1982) will be taken into consideration.

(2) That the period from 27-4-83 to the date when he reports for work will be treated as 'dies non' but the aforesaid period will not be treated as break in service under the Payment of Gratuity Act. However, no gratuity will be payable for the aforesaid period of non employment.

(3) In view of the above, the workman concerned does not press for any of the reliefs in the present reference.

Gandhidham.

Sd/- H. M. Bhatt

12-6-85

12-6-86

Sd/- M. J. Sheth

Sd/- Illegible

Advocate for Kandla Port

12-6-86

Trust

2-6-86.

Sd/- Illegible

for L.O.

12-6-86

का.आ. 3120.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, हिन्दुस्तान कमर्शियल बैंक लि. के प्रबन्धनत्व से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-1986 को प्राप्त हुआ था।

S.O. 3120.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Commercial Bank Ltd. and their workmen, which was received by the Central Government on the 18th August, 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM  
LABOUR COURT KANPUR

Industrial Dispute No. 39/86

Reference No. L-12012(51)/85-D.IV(A) dated 12-2-86  
In the matter of dispute between :

The Assistant General Secretary, UP Bank Employees  
Union, Kailash Mandir, Kanpur.

AND

The Assistant General Manager, Hindustan Commercial  
Bank Ltd. Birhana Road, Kanpur.

AWARD

1. The Central Government Ministry of Labour vide its notification No. L-12012(51)/85-D. IV(A) dated 12-2-86 has referred the following dispute for adjudication on this tribunal :

"Whether the action of the management of Hindustan commercial Bank Limited in reverting Shri Radhey Shyam Singh, Head Cashier at Extension Counter at Stock Exchange, Civil Lines Kanpur branch to the post of Cashier-cum-Godown Keeper, with effect from 27-10-83 is justified ? If not, to what relief the workman is entitled to and from what date?"

2. Despite several notices to the parties concerned none appeared to file claim statement.

3. In the above circumstances the reference is decided against the workman for non-prosecution of the same.

ORDER

The Award is given against the Union for non-prosecution and the reference answered as no claim Award.

Let the six copies of the award be sent to the Govt. for its publication.

Dt : 14-8-86

R. B. SRIVASTAVA, Presiding Officer  
[No. L-12012(51)/85-D. IV(A)]

का.आ. 3121.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कान्धला पोर्ट ट्रस्ट, गान्धीधाम (कच्छ) के प्रबन्धनत्व से सम्बद्ध नियोजकों और उनके कर्मचारों

के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद औद्योगिक अधिकरण गुजरात के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-8-1986 को प्राप्त हुआ था।

S.O. 3121.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Gujarat as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kandla Port Trust, Gandhidham (Kutch) and their workmen, which was received by the Central Government on the 21-8-1986.

BEFORE SHRI G. S. BAROT, PRESIDING OFFICER,  
INDUSTRIAL TRIBUNAL (CENTRAL) CAMP AT  
GANDHIDHAM

Reference (JTC) No. 28 of 1985

ADJUDICATION

BETWEEN

Kandla Port Trust, Gandhidham (Kutch)- First Party.

AND

The workmen employed under it.—Second Party.

In the matter of dismissal of Shri A. N. Thomas, First  
Class Driver w.e.f. 6-4-1983.

APPEARANCES :—

Shri M. J. Sheth, Advocate for the Kandla Port Trust.  
Shri H. M. Bhatt, General Secretary, Kandla Port  
Karmachari Sangh.

AWARD

This industrial dispute between the management of Kandla Port Trust, Gandhidham (Kutch) and their workmen has been referred to me under Section 10(1)(d) of the Industrial Disputes Act, 1947, by the Government of India Ministry of Labour & Rehabilitation's Order No. L-37012/1/84-D IV(A) dated 18th August, 1984.

2. The dispute relates to a single demand of the workmen which is as under :—

"Whether the action of the management of Kandla Port Trust, Gandhidham, (Kutch) in dismissing Shri A. N. Thomas, First Class Driver w.e.f. 6-4-83 is justified? If not, to what relief the workman in dispute is entitled?"

3. The facts of the case in nutshell is that Shri A. N. Thomas, Driver, First Class, S. D., Kandla was asked by Shri A. K. Roy, Second Engineer to fit the brakestrap of the windless on 11-10-1982. It is the case of the Kandla Port Karmachari Sangh (hereinafter referred to as 'the Sangh') that Shri Thomas said that as he had some injury on his palm, he would not do the job. Thereupon Shri Roy reported the matter to Shri T. Singh, Engineer-in-charge who accompanied Shri Roy to the site of work and enquired from Shri Thomas whether or not he would do the job. Shri Thomas declined to do the job. Shri Thomas was thereafter given a charge-sheet vide Memo No. MS/PS/0107 dated 12th November, 1982 and a departmental enquiry was held against Shri Thomas. The Enquiry Officer found Shri Thomas guilty of the charges of disobedience and of levelling serious charges against his superior officer without any basis. On the basis of the enquiry report the Chief Mechanical Engineer Kandla Port Trust, by his Order No. MS/PS/0107/1670 dated 7th April, 1983 awarded the punishment of removal from service.

4. A very brief statement of claim Ex. 5, has been filed by the Sangh on behalf of Shri Thomas denying that Shri Thomas was guilty of any misconduct to merit any punishment; that the findings of the Enquiry Officer and the order of termination of his services are not supported by evidence against him. It is also alleged therein that the case of Mr. Thomas in the case of victimisation.

5. The Kandla Port Trust, Gandhidham, has filed its written statement Ex. 9 denying the averments made in the statement of claim. It has taken a preliminary objection as to the sustainability of the reference being defective inasmuch as in the reference it is mentioned as under :—

“Whether the action of the management of Kandla Port Trust, Gandhidham (Kutch) in dismissing Shri A. N. Thomas, First Class Driver, w.e.f. 6-4-1983 is justified? If not, to what relief the workman in dispute is entitled?”

But actually Shri A. N. Thomas has not been dismissed but removed from service which shall not be disqualification for future employment. It is also contended that Shri A. N. Thomas while working as First Class Driver on dredger ‘SD Kandla’ was charged for showing insubordination by refusing to carry out the order given to him on 11-10-1982 during his duty hours by his superiors and he was also charged for making a false complaint against his superior with some mala fide intention on his part. During the departmental enquiry, Shri Thomas was given ample opportunity to inspect documents and take extracts to take assistance of a co-worker. As a result of the enquiry the charges levelled against the workman concerned were fully proved and he was removed from service. Thereafter he submitted an appeal on 22nd April, 1983 to the Chairman against the order of his removal from service. The Chairman after carefully considering the points raised by him rejected his appeal vide letter No. MS/PS/0107 dated 30-7-1983.

6. In view of the above the Port Trust has submitted that the workman concerned is not entitled to any relief whatsoever.

7. No oral evidence was led by either side.

8. The parties were heard in a cordial atmosphere with a view to find out amicable settlement if there can be any. I am glad that after having fully discussed the matter in all its entirety, a purhis Ex. 10 came to be filed on behalf of the workman wherein the workman has admitted the legality of the enquiry held against him. The workman also did not press the relief regarding his reinstatement with the Kandla Port Trust and also agreed to vacate the quarter allotted to him by the Kandla Port Trust on or before 30-9-1986.

9. The Kandla Port Trust though it believed the charges levelled against the workman to be of a serious nature, also did not take a serious objection if the workman concerned is granted any other appropriate reliefs in view of his purhis Ex. 10.

10. I have gone through the enquiry record and in my view the charges levelled against the workman when believed can be said to be of a serious nature inasmuch as Kandla Port Trust activities are such that the misconduct committed by the workman and now having been taken it to be proved cannot be leniently viewed. In the mid-sea when there is some trouble in the vessel, any workman if ordered to carry out certain duties is bound to carry out the same. In the instant case, the workman was asked to carry out some fitting which he had refused. Of course he had stated that he had some trouble in his palm but it appears from the enquiry record that he has no convincing reason at the relevant time. During the course of discussion the concerned officer was also present and he had at once stated that if the workman had brought to his notice that he had some trouble in the palm, he would not have asked him to do the said work and would have got it done through some other workman. But without assigning any reason if in a concern like this a workman refuses to carry out his duties, it cannot be tolerated. Any way, in this case now it is not required to go into any further details when the workman has admitted the enquiry held against him. The only question which remains to be considered, therefore, is that what appropriate relief should be granted to the workman. The workman is duly qualified person for the job which he is performing and even according to him to has very good chances of securing job easily elsewhere. The workman is also prepared to leave the quarter as stated in his purhis Ex. 10.

11. As the position stands, it is established that the workman did commit the misconduct alleged against him.

However, it appears that the punishment awarded to him is on a higher side which deserves to be considered sympathetically. Keeping now in view the purhis Ex. 10, given on behalf of the workman, think that the ends of justice would be met fully if the workman is awarded 65 per cent of the wages including the allowances etc. received by him in lieu of reinstatement.

12. In the circumstances, the Kandla Port Trust is directed to pay to the workman wages from the date of removal from service till 30-6-1986 at the rate of 65 per cent of the total wages payable to him. While calculating the arrears regarding 65 per cent, the same should be calculated on the basis of previous rate from the date of removal 31-12-1983 and beginning from 1-1-1984 on the basis of revised pay scales which the other workmen of Kandla Port Trust got. Again when the workman is not interested in his reinstatement and that he is also prepared to leave the quarters, he should also be given all the other benefits which are available to him viz. that he should be awarded the amount of gratuity which becomes payable to him under the Payment of Gratuity Act, 1972. He should further be given unavailed leave during the period of his duty. He should be awarded ex-gratia bonus. I may also add that when the workman has agreed to vacate the quarter by 30-9-1986, the Board should recover the rent from the workman only on the basis of normal rules of the Port Trust till the workman vacates the quarter. No order as to costs.

Ahmedabad.

Date 14th August, 1986.

G. S. BAROT, Presiding Officer  
[No. I-37012/1/84-D.IV (A)]

नई दिल्ली, 29 अगस्त, 1986

का.श्रा 3122.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, मद्रास स्टी-वीडोर्स एसोसिएशन, मद्रास के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, तमिलनाडु के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-1986 को प्राप्त हुआ था।

New Delhi, the 29th August, 1986

S.O. 3122.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Tamilnadu as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Madras Stevedores Association and their workmen, which was received by the Central Government on the 12th August, 1986.

#### ANNEXURE

BEFORE THIRU FYZEE MAHMOOD, B.Sc., B.I., PRESID-  
ING OFFICER, INDUSTRIAL TRIBUNAL, TAMILNADU,  
MADRAS

(Constituted by the Government of India)

Thursday, the 31st day of July, 1986

Industrial Dispute No. 10 of 1984

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Madras Stevedores Association, Madras-1).

#### BETWEEN

The workmen represented by

The General Secretary,

The Madras Port and Dock Workers Congress,  
No. 7, Philips Street, Madras-600001.

#### AND

The Chairman,

Madras Stevedores Association,  
1st Floor, Madras Dock Labour  
Board Building, Rajaji Salai,  
Madras-600001.

## REFERENCE :

Order No. L-33025/3/83/D-IV (A), dated 25-1-1984 of the Ministry of Labour and Rehabilitation, Department of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Tuesday, the 22nd day of July, 1986 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru V. S. Neelakantan, Advocate for King and Portridge, Advocates appearing for the Management and of Thiru N.G.R. Prasad for Tiruvallargal Row and Reddy and R. Rajaram Advocates appearing for the workmen and this dispute having stood over till this day for consideration, this Tribunal made the following.

## AWARD

This dispute between the workman and the Management of Madras Stevedores Association, Madras arising out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-33025/3/83-D-IV (A), dated 25-1-1984 of the Ministry of Labour and Rehabilitation for adjudication of the following issue :

"Whether the action of the management of Madras Stevedores Association, Madras Dock Labour Board Building, Madras-1 in terminating the services of Shri K. S. Mohan, Peon; w.e.f. 14-2-83, is proper and justified? If not, to what relief the concerned workmen are entitled?"

2. In the claim statement filed by the Petitioners, it is stated that the Petitioner was appointed as Peon in the office of the Madras Stevedores Association and he was to be on probation for a period of one year from 2-3-1981. He was an active member of the Port and Dock Workers Congress. On 5-2-1983, the Madras Port and Dock Workers Congress had issued a strike notice. The immediate consequence was that the Petitioner's services were terminated by an order dated 12-2-1983 with effect from 14-2-1983. The order of termination mentioned about an earlier charge sheet having been issued and a lenient punishment awarded. The termination of the services of the Petitioner is illegal and unjustified. He was not given a copy of the findings of the enquiry nor given any opportunity to show cause against the punishment. The order of termination is not sustainable in law. The Petitioner had put in two years of continuous service. Even if the order of termination is construed as retrenchment, the statutory requirements of Section 25-F of the Industrial Disputes Act should have been complied with. In any event, it is submitted that the punishment imposed is very harsh and calls for interference under Section 11-A of the Industrial Disputes Act.

3. In the counter statement filed on behalf of the Respondent, the allegations made in the claim statement are denied. It is contended that the Petitioner was initially appointed as a peon on probationary basis with effect from March, 1981. He was charge sheeted for certain misconducts by memo dated 23-10-1982. As enquiry was conducted into the charges, wherein the Petitioner participated fully. The Management concurred with the findings of the Enquiry Officer and the Petitioner was awarded with a lenient punishment of cut in pay for four days. In spite of this, he was irregular in attending to his work and he was remaining with loss of pay from November, 1982 to January, 1983. The averment that the Petitioner was charge sheeted on account of his Union activities is denied. The Petitioner did not report for work but falsified the records by signing the Attendance Register. The Petitioner was discharged from service reliving on Clause 4 of the Appointment Order dated 16-2-1981. Section 25-F of the Industrial Disputes Act has no application to the facts of the present case. Hence the claim of the Petitioner has to be dismissed.

4. No oral evidence was adduced on both sides. Exs. W-1 to W-9 were worked on behalf of the Petitioner and Exs. M-1 to M-3 were relied upon by the Respondent-Management.

5. The point for consideration as mentioned in the reference is :

Whether the action of the Management of Madras Stevedores Association, Madras Dock Labour Board Building,

Madras-1 in terminating the services of Shri K. S. Mohan, Peon; w.e.f. 14-2-83, is proper and justified? If not, to what relief is the concerned workmen are entitled?"

6. The Petitioner was initially appointed as Peon on probationary basis or a period of one year in the Madras Stevedores Association with effect from 2-3-1981. Ex. W-1 was the appointment order issued to the Petitioner, which contains the terms of employment. On 23-10-1982 a charge memo was issued to the Petitioner as disclosed by Ex. W-2, to which he had tendered an explanation Ex. W-3. After departmental enquiry was conducted against him in which he had fully participated, the punishment of cut in pay for four days was imposed. Ex. M-1 dated 11-11-1982 was the concerned order imposing the punishment. Subsequently by an order dated 12-2-1983 marked as Ex. W-5 the Petitioner was informed that he was discharged from service with effect from 14-2-1983 in terms of the conditions of appointment issued to him, which had been marked as Ex. W-1.

7. Before adverting to the terms of appointment, if would be relevant to point out that though it is contended that Ex. W-5 was an order discharge simplicitor, a perusal of the above order clearly discloses that he had been found to be irregular in his work from November, 1982 to January, 1983 and as such the Respondent-Management considered that it was no longer possible to continue the Petitioner in service and accordingly he was discharged from service. In other words, the order terminating his services namely, Ex. W-5 was not a pure discharge simplicitor as urged by the learned counsel for the Respondent, but was grounded upon stigma attached to the conduct of the Petitioner and perforce the infliction of termination was by way of punishment. Such an order of termination cannot be sustained in the absence of any disciplinary proceedings having been initiated against the Petitioner before the punishment was imposed. In this context, reference could be made to the observations of the Supreme Court reported in 1985—II-L.L.J. page 181 (Chandulal vs. The Management of M/s. Pan American World Airways Inc.), wherein it was laid down as follows :

"A foreign Airlines terminated the service of one of its employees and dispute relating to such termination was referred for adjudication to the Labour Court III, Delhi. Letter of termination mentioned that the management lost confidence in the employee because of recent happenings. Labour Court held that termination amounted to retrenchment in law. Allowing the appeal partly held it is difficult to accept that when service terminated on the basis of loss of confidence the order of termination does not amount to one with stigma and does not warrant a proceeding contemplated by law proceeding termination. Want of confidence in an employee does point out to an adverse fact in his character as the true meaning of the allegation is that the employee has failed to behave upto the expected standard of conduct which has given rise to a situation involving loss of confidence. It amounts to dereliction on the part of workman. If the termination is grounded upon conduct attaching stigma to the appellant disciplinary proceedings were necessary as a condition precedent to infliction of termination as a measure of punishment. (Para 8)

When once order of termination is set aside, declaration has to follow that the workman continued to be in the employment and therefore entitled to be reinstated in service with full back wages. (Para 9)

8. The learned counsel for the Petitioner rightly urged that the Court has to consider the substance not the form of the order of termination and if the determination of employment by way of discharge is in reality a cloak for an order of punishment, the employee cannot be deprived of the rights conferred by law. In support of this, reliance was placed on the decision of the Supreme Court reported in 1984—II-L.L.J. Page 337 (Anoop Jaiswal vs. Government of India and another), wherein it was laid down as follows :

"Allowing the appeal, Held : It is now well settled that where the form of the order is merely a camouflage for an order of dismissal dismissal for misconduct it is always open to the Court before which the order is challenged to go behind the form and as-

certain the true character of the order. If the Court holds that the order though in form is merely a determination of employment is in reality a clock for an order of punishment, the Court would not be debarred merely because of the form of the order in giving effect to the rights conferred by law upon the employee. (Para 11)

Though the order of discharge may be non-committal it cannot stand alone. Though the noting in the file of the Government may be irrelevant, the cause for the order cannot be ignored. The recommendation of the director which is the basis or foundation for the order should be read along with the order for the purpose of determining its true character. If on reading the two together the Court reaches the conclusion that the alleged act of misconduct was the cause of the order and that but for that incident it would not have been passed then it is inevitable that the order of discharge should fall to the ground. (Para 12)

The impugned order attracts Art. 311(2) of the Constitution as the same amounts to a termination by way of punishment and an enquiry should have been held in accordance with the said constitutional provision. That admittedly not having been done, the impugned order is liable to be struck down." (Para 14)

On this ground alone, the Petitioner is entitled to succeed.

9. The learned counsel for the Respondent-Management vehemently contended that the termination in question is discharge simpliciter and has to be treated as retrenchment. For argument's sake, even if this is to be accepted, the Petitioner having put in more than 240 days of continuous service would be entitled to the benefit of mandatory provisions of Section 25-F of the Industrial Disputes Act. The Respondent-Management had not produced any evidence to show that the Petitioner was not in continuous service for the prescribed period of 240 days during the relevant period. Admittedly notice pay and retrenchment compensation under Section 25-F had not been paid at the time of termination of the service of the Petitioner. The provisions of Section 25-F (a) and (b) are mandatory and any order of retrenchment in violation of these two peremptory conditions precedent would be invalid. The argument that the termination was in accordance with the terms of appointment order Ex. W-1 cannot take it outside the purview of retrenchment as contained in Section 2(o) of the Industrial Disputes Act. It is no doubt true that an amendment had been incorporated in Section 2(o) (bb) which came into effect from 18-8-1984, whereby, termination of the service of the workman under a stipulation contained in the contract was excluded from the definition of "retrenchment". The clause is not retrospective in operation and one has no application to the present case, where the order of termination Ex. W-5 was passed on 12-2-1983. Even though the Petitioner was a temporary employee or a probationer, the provisions of Section 25-F would still be applicable to him if he had the prescribed service. In this context it is suffice to refer to the decision rendered by the Supreme Court reported in 1984—I.L.L.J. Page 110 (Karnataka State Road Transport Corporation, Bangalore vs. Sheikh Abdul Khader and Others), wherein, it was laid down as follows :

"The Karnataka State Road Transport Corporation terminated the services of some of the employees either during the initial period of probation or during the extended period of probation on the ground of unsuitability. On the employees raising an Industrial Dispute the matter was referred for adjudication to the Labour Court. The Labour Court over-ruled the stand of the employer that S. 25-F of the Industrial Disputes Act had no application and therefore that the discharge was not invalid. The employer unsuccessfully challenged the award before the High Court.

Dismissing the appeal preferred by the employer held : Once the conclusion is reached that retrenchment as defined in S. 2(o) of the Industrial Disputes Act covers every case of the termination of service except those which have been embodied in the definition, discharge from employment, or termina-

tion of service of a probationer would also amount to retrenchment. Admittedly the requirements of S. 25-F had not been complied with in these cases. Very appropriately there was no dispute that the necessary consequence of non-compliance of S. 25-F of the Disputes Act is a case where it applied made the order of termination void."

10. The learned counsel for the Respondent-Management relied upon the decision rendered by the Supreme Court in A.I.R. 1966—Supreme Court—Page 999 (Bachi Ram vs. Union of India), in support of the contention that the termination of employment of the Petitioner as per appointment order is legal and justified as he was a temporary employee. The decision is clearly inapplicable to the facts of the present case and does not concern a workman covered by the Industrial Disputes Act, 1947.

11. In the circumstances, the termination of services of the Petitioner is held to be illegal and unjustified and he is directed to be reinstated in service with full back wages, continuity of service and other attendant benefits. An award is passed accordingly.

Dated, this 31st day of July, 1986.

Sd/-  
FYZEE MAHMOOD, Industrial Tribunal  
Witnesses Examined

For both sides.—None.

Documents Marked

For workmen :

- Ex. W-1/16-2-81—Appointment order of Thiru K. S. Mohan.
- Ex. W-2/23-10-82—Charge memo issued to Thiru K. S. Mohan.
- Ex. W-3/25-10-82—Explanation of Thiru K. S. Mohan.
- Ex. W-4/4-11-82—Enquiry memo issued to Thiru K. S. Mohan.
- Ex. W-5/12-2-83—Order of discharge issued to Thiru K. S. Mohan.
- Ex. W-6/16-2-83—Letter from the Union to the Management requesting to take back the workers into service.
- Ex. W-7/16-2-83—Letter from the Union to the Management requesting to take back the workers into service.
- Ex. W-8/28-3-83—Letter from the Union to the Assistant Labour Commissioner, Madras for taking action.
- Ex. W-9/18-5-83—Conciliation failure report.

For Management :

- Ex. M-1/11-11-82—Warning Memo issued to Thiru K. S. Mohan.
- Ex. M-2/12-2-83—Similar to Ex. W-5.
- Ex. M-3—Staff attendance for the month of November, 1982, December, 1982 and January, 1983.

Sd/-  
FYZEE MAHMOOD, Industrial Tribunal

[No. L-33025/3/83-D.IV (A)]  
K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 26 अगस्त 1986

का. आ. 3123.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारत कोकिस कोल लि. के मुख्य कार्यालय के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, ब्रतबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-1986 को प्राप्त हुआ था।

New Delhi, the 26th August, 1986

S.O. 3123.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Coking Coal Limited Headquarters and their workmen, which was received by the Central Government on the 19th August, 1986.

(ANNEXURE)

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 82 of 1985

In the matter of industrial disputes under Section 10(1)(d) of the I. D. Act, 1947.

PARTIES :

Employers in relation to the management of BCCL Headquarters and their workmen.

APPEARANCES :

On behalf of the workmen—Shri S. Das Gupta, Jt., General Secretary, Rashtriya Colliery Mazdoor Sangh., Rajendra Path, Dhanbad.

On behalf of the employers—Shri R. S. Murthy, Advocate.

STATE : Bihar.

Industry : Coal.

Dhanbad, the 12th August, 1986.

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(42)/85-D.III(A), dated, the 29th May, 1985.

SCHEDULE

“Whether the demand of Rashtriya Colliery Mazdoor Sangh that Shri J. N. P. Sinha, Accountant Project Division in Messrs. Bharat Coking Coal Limited, Koyala Nagar, Dhanbad should be promoted to Executive Cadre from the date on which his juniors were promoted and that he should be granted one advance increment, in accordance with the Bharat Coking Coal Ltd.'s Circular No. BCCL/PAV/Grant/Adv. Inc./83/9781—9981 dt. 21/22-2-83 is justified? If so, to what relief is the said workman entitled and from what date?”

The case of the workmen is that the concerned workman Shri J. N. P. Sinha was an employee of Bright Kusunda Colliery of M/s. Bright Kusunda Colliery which was taken over by the Government of India on 30-1-1973 and the management was vested in the C.M.A. Ltd. The said colliery was nationalised with effect from 1-5-1973 and subsequently the management was transferred to M/s. B.C.C.L. which is the present management. The Central Government took over all employees who were on the rolls of the different collieries of different Coal Co's while taking-over of the coal mines with continuity of service and without prejudice to their service condition. The concerned workman was working in other colliery of Bright Kusunda Colliery since 1-1-1954. On 1-1-1972 he was promoted to the post of Chief Accountant with a basic pay of Rs. 560 per month. He continued to occupy the said position till take over of the management of the colliery by the Government. Although at the time of the take over of Bright Kusunda Colliery the concerned workman was a permanent workman of the colliery, the management of BCCL refused to take over the services and absorb him in the permanent work force as it had done in the case of all other workmen. The concerned workman raised a dispute which was ultimately referred to the Central Government Industrial Tribunal No. 3, Dhanbad for adjudication and it was numbered as a Reference Case No. 24/78. The said Tribunal

after hearing the parties held that the management was not justified in not allowing the concerned workman to resume his duties on 31-1-1973 and directed that the concerned workman was entitled to get employment from the said date in the grade he was in at that time with half back wages and other benefits. Accordingly the management of BCCL provided employment to the concerned workman with retrospective effect from 31-1-1973, designated him as an Accountant, placed him in Technical and Supervisory Grade 'A' with continuity of service and half back wages. The concerned workman was posted in the Finance department at the headquarters of BCCL and the concerned workman resumed his duties on 1-1-1982. No seniority list for the Accountants had been prepared and published by the management. Seniority of the concerned workman as Accountant in Technical Grade-A has to be calculated from 1-1-1972, the date on which he had been promoted as Chief Accountant as a result of the implementation of the Tribunal's Award. 21 employees of the Finance discipline were promoted from non-executive to executive cadre between 1973 and 1978. Out of them 4 were promoted with effect from 1-7-1972 and the remaining 17 were promoted vide order dated 31-8-1978. Annexure-A to the W.S. of the workmen is the list of the 4 of the employees who were promoted with effect from 1-7-1972 and annexure B is the list of 17 employees who were promoted vide order dated 31-8-1978. Many of the above 21 employees who had been promoted from non-executive cadre to executive cadre were junior to the concerned workman. Due to promotion of some of his juniors in the same cadre from non-executive cadre to the executive grade during the period of the enforced idleness of the concerned workman, the concerned workman became junior to them for no fault of his. The concerned workman was not allowed to work by the management from 31-1-1973 to 31-12-1981 although subsequently continued of service and half back wages for the period was allowed to him along with the take over of Bright Kusunda Colliery, the employees of the said colliery were also taken over by the Government of India without any alteration in their service condition to their prejudice and the concerned workman was one of those employees and so his service condition also remained unaltered. The Award of the Tribunal also made it clear that the concerned workman was entitled to the grade that he had been in at the time of take over with effect from 31-2-1973. While implementing the award of the Tribunal the management equated the existing designation and grade of the concerned workman to that of Accountant in Technical and Supervisory Grade-A respectively. The concerned workman was granted one extra increment in the grade with effect from 1-1-1983 in terms of the provision of NCWA-III in consideration of stagnancy in the grade for more than 10 years. Thus from the facts and circumstances it will appear that the concerned workman was entitled to all benefits of seniority in Grade and promotion to the next higher grade as a matter of right springing from his service condition. When the concerned workman pointed out that his seniority and service condition had been adversely affected due to the promotion of his juniors during the period of his forced unemployment and made a prayer for promotion to the executive grade with retrospective effect the management turned down his prayer.

In 1970 a system was introduced in the collieries and establishment of BCCL by an office order that non-graduate personnel in the ministerial cadre belonging to any discipline would be granted one advance increments in his respective grade as and when he passes the university degree examination and becomes a graduate. The said order is still in vogue. In 1983 the management reaffirmed the above instructions vide circular dated 22-2-1983. A large number of staff members were benefitted by this provision and received one additional increment in their respective pay scales. In January, 1983 the concerned workman appeared in the B.A. examination and passed the same. After graduation the concerned workman approached the management for one advance increment in his pay scales in accordance with the existing rules. The management neither granted the increment nor gave any reply to the concerned workman. Thereafter the union took up both the issues with the management and when its efforts for amicable settlement failed an industrial dispute was raised before the AIC(C) for conciliation vide letter dated 9-7-1984. The said conciliation ended in failure and thereafter on a failure



report being submitted to the appropriate Government, the present reference was made to this Tribunal for adjudication. The action of the management in denying the workman promotion to executive grade with retrospective effect from at least the date of promotion of his juniors and also the advance increment on graduation from Ranchi University is unjustified, amounts to unfair discrimination between workmen and workmen; victimisation and unfair labour practice. It has been prayed that the concerned workman be promoted to the executive cadre with retrospective effect from the same date as that of his juniors with all consequential benefits and it is further prayed that one additional increment from the date of graduation be allowed to the concerned workman.

The case of the management is that the reference is bad in law not maintainable and without jurisdiction. The issues referred to the Tribunal do not constitute an industrial dispute within the meaning of Section 2(k) of the I.D. Act, nor they fall within any of the items covered by 2nd and 3rd Schedule of the I.D. Act. The reference relates to the demand of the workmen for promotion to the concerned workman from the post of accountants to the post of Executive officer which relates to persons holding post whose functions are mainly of managerial nature by reason of the duties attached to their office. A workman cannot raise an industrial dispute for promotion to such a post, incumbent of which fall outside the scope of Section 2(s) of the I.D. Act. The second issue regarding payment of one increment after graduation does not fall within the scope of circular dated 21/22-2-1983. The promotion is the sole function of the management and no workman can claim it as a right. The concerned workman has no such right for promotion. The concerned workman through the union has claimed that he was employed in Bright Kusunda Colliery Company private Ltd. at the time of presidential ordinance regarding the take over of non-coking coal mines which was subsequently nationalised with effect from 1-5-1973 that he was a workman within the meaning of Section 14(1) of Coal Mines (Nationalisation) Act, 1973 and that he was entitled to be employed by BCCL with effect from 31-1-72 the take over of the non-coking Coal Mines under the presidential ordinance of 30-1-73 was later confirmed by Coal Mines (Taking over of management) Act, 1973. When the management did not accept the demand of the concerned workman an industrial dispute was raised and thereafter the dispute was referred for adjudication before the CGIT No. 3, Dhanbad and the said Tribunal in Ref. No. 24 of 1978 gave an Award in favour of the concerned workman holding that the concerned workman was entitled to get employment from 31-1-73 in the grade he was working on the said date with half back wages and other benefit. In accordance with the Award the concerned workman was provided employment by the management with effect from 1-2-82 as an Accountant in Technical and supervisory grade A and since then he has been continuing in that capacity. The sponsoring union subsequently raised a dispute that one of the other benefits referred to in the Award related to promotion of the concerned workman to Executive cadre as his juniors were promoted to such executive cadre from Technical and Supervisory grade-A. The union contended that S/Shri S. R. V. Raman, A. K. Biswas, D. Paul and N. C. Paul who were junior to the concerned workman in the technical and supervisory grade-A were promoted to Executive cadre during the intervening period. It was further contended that after the promotion of the above four persons some other persons were also promoted to the executive cadre who were not graduates and no examination was held for their promotion. The concerned workman was admittedly a non-graduate at the time of their promotion and he had passed B.A. examination held in January, 1983. As the management found no substance or merit in the demand made on behalf of the concerned workman the same was not accepted. The promotion of accountant in BCCL to first level of post in the executive cadre in E-1 grade are not automatic. The concerned workman did not fulfil the qualifications and conditions for eligibility for consideration for selection to E-1 grade in the executive grade. The award related only to pay and allowances and not to seniority or any promotional benefit to the concerned workman. The Award was not made to unset the seniority of those who were already promoted to higher post specially when those persons are not parties in Ref. No. 24 of 1978.

The coal Mines in India other than the captive mine were nationalised in phases. At first the Coking Coal mines were taken over with effect from 17-10-71 and were nationalised with effect from 1-5-72 under the Coking Coal Mines (Nationalisation) Act, 1972. BCCL was established to take over these coking coal mines and to continue their management, ownership and to carry on mining operation BCCL was established as a Government company. In the second phase non-coking coal mines were taken over from 31-1-73 and were nationalised with effect from 1-5-73 and the management and ownership of such of the mines falling within Jharia Coalfield was entrusted to BCCL. The rest of the mines were taken over by Coal Mines Authority and the said authority was also converted into company wholly financed by Government Company. From 1-11-73 holding company known as Coal India Ltd. was established and BCCL became a subsidiary company of CIL as from that date. According to the new set up under CIL the holding company was to lay down policies and procedures regarding recruitment and promotion to the post in Executive Cadre i.e. the posts of the officers and for that purpose a common coal cadre was framed by CIL with effect from March, 1978. The Coking Coal Mines Act provided that while the workmen falling within the scope of Section 2(s) of the I.D. Act and working under the erstwhile owners of Coking Coal Mines would be entitled to be provided employment by the BCCL the successor management and the services of other employees not covered by Section 2(s) of the I. D. Act stood terminated except where the successor management may employ any of them on mutually acceptable terms and conditions. In that process S/Shri S. R. V. Raman, D. Paul, A. K. Biswas and N. C. Paul were selected and offered the post of Executive in E-1 grade in the then pay scale of Rs. 350—900 with effect from 1-6-72. The specific letters of appointments were issued to them in this respect and they accepted the terms and conditions laid down by the management. The management of BCCL made selection in November, 1979 from amongst accountants in Technical and Supervisory grade-A on the basis of merit as per the then prevailing practices and selected 18 of them to E-1 grade as Asstt. Finance Officer. None of those accountants were having the qualifications less than graduation. The selected accountants were subsequently promoted to the post of Asstt. Finance Officer by order issued in December, 1972. It is wrong to say that the above 4 persons were junior to the concerned workman as they were already in 1977. It is wrong to say that the above 4 persons were coal mines were taken over on 31-1-73. Other candidates subsequently promoted were also not junior to the concerned workman as the concerned workman was not even in the employment of the management on the date they were promoted as Asstt. Finance Officer in E-1 grade. The concerned workman was a non-graduate and as such he could not have been considered for selection in 1977 when others were considered for promotion. The concerned workman therefore cannot claim promotion from the date the other accountants were promoted as Asstt. Finance Officer in 1977. The concerned workman is not eligible for consideration for promotion to E-1 grade even at present as he is a simple graduate and has not qualified the prescribed test in terms of para 4.10.1 (B) of Chapter IV of Common coal cadre which provides that all promotions from the Senior most non-executive grade to the executive grade to fill in the departmental quota will be on the basis of selection test and interview on the basis of merit. The necessary syllabus and methodology for conducting the test for selection for the post of Asstt. Finance Officer in E-1 grade was laid down by Coal India Ltd. long ago. It is submitted that the demand of the workmen that the concerned workman should be promoted to Executive cadre from the date on which his juniors were promoted is wholly unjustified and misconceived and the demand of the workmen is liable to be rejected.

In respect of the second part of the reference the case of the management is that it had a scheme of granting one advance increment to the under graduate ministerial staff who obtained B.A. BSc. and B.Com. degree from recognised university. The said scheme was enforced only from 20-11-74 to 31-12-82 and thereafter it was withdrawn and discontinued by a circular dated 21/22-2-83. Admittedly the concerned workman acquired B.Com. degree in 1983 after the aforesaid scheme was withdrawn by the management and as such no claim can be made for one advance increment on behalf of the concerned workman. It is sub-



mitted therefore that the said demand for grant of one advance increment to the concerned workman is not justified.

The points to be considered are whether the concerned workman be promoted to the Executive Cadre from the date on which his juniors were promoted and whether he should be granted one advance increments in accordance with the circular dated 21/22-2-83.

The workmen and the management have each examined one witness in support of their respective cases. The documents produced on behalf of the management have been marked Ext. M-1 to M-4 and the documents produced on behalf of the workmen have been marked Ext. W-1 to W-42.

Admittedly the concerned workman was working in Bright Kusunda Colliery in the Jharia coalfield which was known by M/s. Bright Kusunda Colliery Company and was taken over by the Government of India on 30-1-73 under the provision of Coal Mines (Taking over) of management ordinance, 1973 and the said management vested in the Central Government on and from 31-1-73. The said colliery was nationalised with effect from 1-5-73 and the management was thereafter transferred to M/s. B.C.C. Ltd. It is also admitted that at the time of take over BCCL refused to accept the services of the concerned workman and thereafter an industrial dispute was raised by the union on his behalf and ultimately an Award was passed in Ref. No. 24/78 by the Central Government Industrial Tribunal No. 3, Dhanbad. By the said award Ext. W-1 it was held that the concerned workman was entitled to get employment from 31-1-73 in the grade in which he was working on the said date with half back wages and other benefits. Admittedly in accordance with the said award the concerned workman was provided with employment by the management with effect from 1-2-82 as Accountant in Technical and Supervisory Grade-A and since then he is continuing in service in that capacity under BCCL. It is also admitted that in the Reference No. 24 of 1978 there was no demand for giving the concerned workman promotion in the executive grade and the only demand at that stage was whether the concerned workman should be allowed to resume duty along with full wages and other benefits for the period of idleness from 31-1-73. The question of promotions of the concerned workman could not have been raised at that time because the concerned workman was not in the employment and he was just making a demand that he should be provided with the job from the date after the take over of the colliery in which he was working. Moreover in the Award Ext. W-1 it will appear that the concerned workman was held to be entitled to get employment from 31-1-73 in the grade in which he was working on that date and was also entitled to the other benefits. The said other benefits will also include the benefit of promotion if the concerned workman was entitled for it.

The management had appointed four persons who were working in the erstwhile management in the Executive cadre in June, 1972. Ext. M-1, M-1/1, M-1/2 and W-41 are the 4 appointment letters in respect of S/Shri S. R. V. Raman, A. K. Biswas, N. C. Paul and Shri D. Paul respectively showing their appointment in the executive cadre since June, 1972. Admittedly all these four persons were non-graduates. Ext. W-42 is the bio data of Shri D. Pal, dated 12-4-1972 which shows that he was an Accounts Officer in Kustore Group of Collieries when his case was considered for the executive cadre. It appears therefore from this bio-data that Shri D. Pal was already an Accounts Officer in the erstwhile management when he was selected in the Executive cadre in 1972. Thus in his case it appears that he was already an executive officer in the erstwhile management and was selected in the executive cadre by BCCL after the take over of the private mines. Ext. W-32 W-33 and W-34 are the bio data of A. K. Biswas, N. C. Pal, and Shri S. R. V. Raman respectively which shows that A. K. Biswas and S. R. V. Raman were junior accountant and Shri N. C. Pal was accountant in the erstwhile management immediately prior to their consideration for employment in the executive cadre by BCCL. It will thus appear that these three persons were not in the executive post at the time when they were selected in the executive cadre by BCCL. It cannot therefore be said that these three persons were not workmen under Section 2(s) of the I. D. Act and it appears therefore that these three persons were promoted

in the executive cadre from the non-executive cadre. It was in the case of Shri D. Paul only that he was selected in the executive cadre from an Executive Officer. However, the point remains that all these four persons were selected or promoted in the executive cadre by BCCL in 1972. S/Shri S. R. V. Raman, D. Paul, A. K. Biswas and N. C. Pal were already appointed in the executive cadre in E-1 grade with effect from 1-6-72 which fact is admitted. The non-coking coal mines were admittedly taken over on 31-1-73 and as such those four persons were already in executive cadre when the colliery in which the concerned workman was working in a non-executive cadre. The collieries in which S/Shri S. R. V. Raman, D. Paul, A. K. Biswas and N. C. Pal were working prior to the take over were all Coking Coal Mines and as such those mines were taken over with effect from 17-10-71 and were nationalised with effect from 1-5-72. The Coal Mines in which the concerned workman was working was a non-coking coal mines which was taken over from 30-1-73 and was nationalised with effect from 1-5-73. It is clear therefore that those four persons who had already been appointed in the Executive cadre in June, 1972 had already become senior to the concerned workman even if the concerned workman had been taken in the executive cadre after the taking over of the non-coking coal mines in January, 1973. Thus there is no room for doubt that the above named four persons were senior to the concerned workman and the concerned workman cannot equate himself with those four persons who had already been appointed in the executive cadre when the collieries in which the concerned workman was working was taken over in 1973.

The management had made promotions from the accounts section from non executive cadre to the Executive Cadre and had made selection in November, 1977. The concerned workman has given the names of 17 Supervisory grade staff who were promoted to the executive grade vide annexure B to their W.S. Ext. M-2 is the minutes of D.P.C.-cum-Selection committee meeting held on 8-11-77 for promotion from non-executive to executive cadre in E-1 in Finance discipline. From perusal of Ext. M-2 it will appear that 29 accountants were called for interview and on the basis of the criteria fixed in Ext. M-2, itself, the candidates who secured minimum marks of 70 were found fit for promotion to the post of Asstt. Finance Officer. The name of 18 persons is given who were selected for the post of Asstt. Finance Officer and out of them 17 are named in Annexure B to the W.S. filed on behalf of the workman. On perusal of the bio-data of those persons which also forms part of Ext. M-2 it will appear that all the 29 candidates who were called for interview were not less than graduate. The case of the management is that according to the rules only graduates can be considered for being selected for the executive cadre from the non-executive cadre and that as the concerned workman was not a graduate in 1977 when the selection was made vide Ext. M-2, and the concerned workman not possessing the requisite qualification could not have been selected to the executive cadre. Ext. W-39 is the policy for recruitment and promotion to the Executive posts of BCCL formulated on 1-10-74. Para-4 (c) deals with eligibility for promotion. It states that all the employees in the next below grade shall be considered for promotion provided they have completed at least 2 years service in their respective grade and possess the minimum educational qualifications and experience as prescribed for the post by the Company from time to time. In clause (d) the criteria for promotion is stated which states that the promotion is to be made on the basis of seniority, seniority-cum-merit and merit-cum-seniority subject to the rules of the eligibility. For the post in the grades the maximum of which does not exist Rs. 1250. Promotions were to be made on the basis of seniority-cum-suitability. From Ext. M-2 it will appear that the selection from non-executive cadre to the executive cadre made in November, 1977 were in the pay scales of Rs. 675—1230. It will thus appear that the promotion in the said scale was to be made on the basis of seniority-cum-suitability. I have gone through the entire Ext. W-39 but I did not find mention that the minimum qualification must be a graduate for selection from the non-executive cadre to the executive cadre. It is no doubt mentioned in clause 4(c) that the minimum qualifications and experience has to be prescribed for the post by the company from time to time but the management has not been able to produce any paper to show as to what was the minimum educational qualifications and experience which was fixed for the persons who were to be selected from non-executive cadre to the executive cadre at the time when 18 persons in Ext. M-2

were promoted from non-executive cadre from the finance discipline. MW-1 Shri U. K. Jha is working as Dy. Personal Manager, Headquarter of BCCL. He has stated that previously BCCL was an independent company and from 1-11-75 it became subsidiary of Coal India Ltd. and thereafter CIL formulated promotion rule for the promotion of CIL and its subsidiary companies. The said promotion rules is Ext. M-4 in this case and this includes promotion rules from the highest post of non-executive to the first level post of executive cadre. It also contains the rules of promotion of accountants to the post of Accounts Officers. He has stated that as per the rules non-graduates are not eligible for promotion to the post of Asstt. Accounts Officer and that an Accountant who is a graduate has to pass the departmental examination held by Coal India Ltd. This witness is referring to the qualifications as stated in Ext. M-4. MW-1 has stated in his cross-examination that in March, 1978 the rules for promotion formulated by CIL came into force for the executive. Thus Ext. M-4 was not in existence in 1977 when 18 persons from non-executive to the executive of the Finance disciplines were promoted. Thus Ext. M-4 is out of consideration for the purpose of showing that the minimum qualifications for being selected for non-executive to the executive cadre was graduation. The rule set forth the minimum qualification as graduation was fixed in Ext. M-4 and the said rule was not in force at the time when 18 persons were promoted in 1977 in Executive cadre. We have therefore to find out whether graduation was the minimum qualification fixed by the management for promotion from non-executive to the executive cadre prior to the promotions of 18 persons vide Ext. M-2. I have already stated that there is no specific mention of the minimum qualifications in Ext. W-39 which was admittedly framed by BCCL in October, 1974 and was prevalent prior to the coming into force of the CIL's rules Ext. M-4 in 1978. MW-1 has stated in his cross-examination that prior to March, 1978 when the rules for promotions were formulated by the CIL, promotions were being made in BCCL and other companies which were having its own rule for promotion prior to March, 1978. He has further stated that the rules of promotions of BCCL prior to March, 1978 is in the office which could be filed but the said rules have not been filed to show that BCCL had fixed graduation as the minimum qualifications for being considered for the promotion to the post of Executive cadre from non-executive cadre. He has no doubt, stated that under the scheme of promotion of CIL and former BCCL rule provided that non-graduation cannot be promoted to the executive cadre from the accountants but as mere saying will not do when there is already the rules of promotion of BCCL in writing available with the management. The fact that the said rules have not been filed by the management shows that there was no such rule that graduation was the minimum qualification for being considered for promotion from the non-executive to the executive cadre and no such rule had been really framed by the management of BCCL. In view of the fact that no rule has been filed by the management of BCCL to show that graduation was the minimum qualification for being considered for promotion from the post of non-executive cadre to the executive cadre, I hold that there was no such rule.

The management vide the letter Ext. W-4 dated 18/20-12-82 informed the concerned workman with reference to his representation Ext. W-3 that as per common coal cadre only employees who are graduates having minimum experience of 6 years in technical Grade-A are eligible for promotion to the Executive cadre and since the concerned workman was an undergraduate his case for promotion to the executive cadre cannot be considered. It appears that the management is referring to the common coal cadre of CIL. Ext. M-4 which stated the experience and the qualifications and the management is not stating the rules which prevailed prior to the Ext. M-4. Ext. W-9 dated 21/24-1-83 also shows that the management informed the concerned workman that as he was in Technical A his promotion to Executive cadre was to be governed by common coal cadre. This letter of the management also does not refer to the rules of promotion of BCCL which prevailed prior to the coming into force of common coal cadre in 1978. Ext. W-22 dated 8-11-84 is the comment of the Dy. Personnel Manager filed on behalf of the management before the ALC (C), Dhanbad in the industrial dispute raised by RCMS on behalf of the concerned workman. It will appear from para-2 of Ext. W-22 that the management's stand was that the Wage Board employees are not promoted to the post of

Executive but get selection after passing written test and interview prescribed by CIL, the holding company controlling executive cadre purely as per common coal cadre of CIL and as such the workmen's contention cannot be true as there is every possibility of juniors coming with success and seniors failing in achieving their goal. In para-5 of Ext. W-22 it is stated that if the workman has got requisite qualification he is at liberty to appear in CIL qualifying examination and try his luck through the same and hope into executive grade as other do. I have referred to all those orders of the management only for the purpose of showing that the management was always keeping in view the qualifications and experience as provided in the common coal cadre of CIL (Ext. M-4) and that they have nowhere given any reply to the question raised on behalf of the workmen in the representations filed by him and his union on the point that junior persons to the concerned workmen have been promoted to the executive cadre and as such he should also be promoted to the executive cadre atleast from the date from which 18 persons were promoted vide Ext. M-2 by the management. The case of the workmen is that it was no fault of the concerned workmen that he was not in service of the management from 1977 to 1-2-82 and that it was because of the wrong order of the management that his services were not taken over when the private colliery in which he was working had been taken over. It is further stated that he was senior to some of those persons who were promoted in 1977 and had he been in service he would also have been promoted to the executive cadre along with them as he was senior to them and had nothing against him so as to disqualify him for promotion. Admittedly, there is nothing on the record to show that the concerned workman had any adverse remark against him. Even the management's office order Ext. W-2 dated 7-7-82 shows that in pursuance of the Award of Central Government Industrial Tribunal No. 3, Dhanbad in respect of Reference No. 24 of 1978 the concerned workman was posted as Accountant in Vikash Bhawan with effect from 1-2-82 and the question of his seniority was pending before the management. It is further stated that it has been decided that the concerned workman should be deemed to be in continuous employment with effect from 1-1-54 i.e. from the date he was in regular employment and that his seniority etc. will recur from the said date. Thus the management has accepted the seniority with effect from 1-1-54. Ext. M-2 contains the bio data of supervisory A clerical personnel in Accounts discipline who were graduates and completed 2 years in their cadre who were called for interview for being selected in the executive cadre. It will appear from the bio data of those persons that only 2 persons in the said list had been appointed earlier than the concerned workman and that the rest were all appointed after the concerned workman. The other col. is the date of appointment of those persons in the present cadre prior to the time of their interview. This will also show that except a few others were appointed as Accounts Assistants, Accountant after the concerned workman. The concerned workman has stated that he was Chief Accountant since 1-1-72. Thus he was in the post of Accountants since before many of the persons whose bio-data is given in Ext. M-2 and were selected in the executive cadre. There is no evidence on behalf of the management to show that 18 persons promoted in the executive cadre were senior to the concerned workman in the post of Accountant. WW-1 has further stated that all of them were junior to him. It is not a fact that all of the 18 persons selected were junior to the concerned workmen but it is evident from Ext. M-2 that some of them were certainly junior to the concerned workmen. I hold therefore that some of the persons promoted in the executive cadre from the non-executive cadre of the Finance cadre were junior to the concerned workmen.

In considering the case of the concerned workmen it has to be kept in view that the concerned workman was not given employment by the management since the take over till 1-2-82. It was after great struggle and litigation that the concerned workman succeeded in getting his employment from the date of the take over of the private collieries and as such it was not possible for him to be present for interview and consideration when the 18 persons were promoted from the post of non-executive to the executive cadre. Had the concerned workman been in service there was nothing against him to show which could reject him from being promoted to the post of Executive cadre along with 18 persons out of whom some were juniors to him. The criteria for promotion laid down by BCCL in Ext. W-39 was being

fulfilled by the concerned workman and as such there was no reasons that he would not have been selected. Moreover we cannot debar the concerned workman for no fault of his on a plea that he did not satisfy the criteria as laid down in the common cadre of CIL which did not exist at the time when selection of some of the juniors to the concerned workman had been made in the executive cadre in 1977. The concerned workman had been requesting the management for his promotion to the post of executive cadre mainly on the ground that as his juniors have been promoted he should also be promoted from the same date and this aspect of the case of the concerned workman has never been seriously considered by the management. The fact that the management did not consider the case of the concerned workman for promotion to the executive cadre along with 18 persons out of whom some were juniors to the concerned workman will show that the concerned workman is victim of unfair and arbitrary action and there was victimisation by superceding the concerned workman.

In view of the discussion made above I hold that the concerned workman is entitled to be promoted in the Executive cadre from the date the 18 persons from non-executive cadre to the executive cadre were promoted in 1978.

In view of the finding on the first issue relating to the reference the decision on the second issue has become redundant. Ext. M-3 is a circular dated 21/22-2-83 by which grant of advance increment is granted to the ministerial staff after graduation. The said circular shows that it related from the period 20-11-74 to 31-12-82 and that the said benefit was not to be applicable beyond 31-12-82. The concerned workman admittedly appeared in B.A. examination of Ranchi university in 1983. The concerned workman WW-1 has stated that he should have got the increment from December, 1983 when he got the degree. It will appear from Ext. W-28 dated 15/18 June 1975 that in continuation of the circular dated 21/22-2-83 and with reference to para-2 of the same the competent authority has been pleased to extend the scheme and grant of advance increments to the undergraduate ministerial staff for acquiring graduation in time with that of CIL Calcutta beyond 31-12-82. It is further stated that employees who have acquired the specified qualification after 31-12-82 may submit their application along with the copies of their degrees for grant of advance increment. It will thus be clear from this circular that the scheme of giving one increment to the ministerial staff was in force even if the ministerial staff graduated after 31-12-82. The management has accordingly allowed such increment to many of the ministerial staff and Ext. W-40 and W-35 are pointer to that effect. It will thus be clear that the concerned workman could get one increment after graduation from December, 1983 if he was a ministerial staff at the time when he graduated in 1983. In view of the finding made above by me that the concerned workman was entitled to be promoted in the Executive Cadre from 1978 along with his juniors who were promoted in 1978, the concerned workman will not be entitled to one increment after graduation as he was no longer a ministerial staff since 1978 and as such the said claim for one increment after graduation cannot be allowed to the concerned workman.

In the result, I hold that the demand of RCMS that the concerned workman Shri J. N. P. Sinha Accountant, Project Divisional in M/s. BCCI, Koyala Nagar, Dhanbad should be promoted to the Executive cadre from the date on which his juniors were promoted is justified. I further hold that the concerned workman is not entitled to the grant of one advance increment after graduation. The concerned workman, therefore, to be promoted in Executive cadre along with 18 persons with effect from 31-1-78. The concerned workman however, will not be entitled to the salary of the Executive cadre from that date as he has not worked in the said post but he will be entitled to the scale of the executive cadre from the date of the Award and he will get the national promotion from 31-1-78 and his seniority also will be counted in the executive cadre from that date.

This is my Award.

Dated : 12-8-1986.

J. N. SINHA, Presiding Officer  
[No. L-20012(42)/85-D.III (A)]

नई दिल्ली, 3 सितम्बर, 1986

का. आ. 3124 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कुमुण्डा क्षेत्र नं. 6 में गोधुर कोलियरी के भारत कोकिंग कोल लि. के प्रबंधक से सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-1986 को प्राप्त हुआ था।

New Delhi, the 3rd September, 1986

S.O. 3124.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Godhur Colliery in Kusunda Area No. VI of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 19th August, 1986.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 135 of 1986

In the matter of industrial dispute under Section 10(1)(d) of the I. D. Act, 1947.

#### PARTIES :

Employers in relation to the management of Godhur Colliery in Kusunda Area No. VI of M/s. Bharat Coking Coal Limited and their workmen.

#### APPEARANCES :

On behalf of the workmen : Shri S. Bose, Secretary.  
R. C. M. S. Union.

On behalf of the employers : Shri S. N. P. Sinha, Personnel manager.

STATE : Bihar

INDUSTRY : Coal

Dated, the 12th August, 1986

#### AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (334)/85-D. IIIA dated 18-3-86.

#### THE SCHEDULE

"Whether the action of the management of Godhur Colliery in Kusunda Area No. VI of M/s. Bharat Coking Coal Ltd. in dismissing Shri Basudeva Beldar, Miner/Loader from service in January, 1981 is justified? If not, to what relief the workman is entitled?"

In this case the union of the workmen did not file their W.S. etc. Thereafter several adjournments were granted to the union for filling their W.S. etc. But ultimately on 31-7-86 when the case was fixed both the parties appeared before me and filed a memorandum of settlement. I have gone through the terms of settlement which appears to me to be very fair and proper. Accordingly, I accept the same and pass an Award in terms of the memorandum of settlement which forms part of the Award as Annexure.

Dt. : 12-8-86

J. N. SINHA, Presiding Officer

[No. L-20012(334)/85-D. III(A)]

A. V. S. SARMA, Desk Officer

## ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,  
AT DHANBAD

Reference No. 135 of 1986.

## BETWEEN

Employers in relation to the management of Godhur  
Colliery,

## AND

Their Workmen.

Petition of Compromise.

The humble petition on behalf of the parties to the above  
reference most respectfully sheweth :—

(1) That the Central Government by notification No. L-20012(334)/85-D.III (A) dated 18-3-86 has been pleased to refer the present dispute for adjudication to this Hon'ble Tribunal for adjudication on the issue contained in the schedule of reference which is reproduced below :—

## SCHEDULE

"Whether the action of the management of Godhur Colliery in Kusunda Area No. VI of M/s. Bharat Coking Coal Ltd. in Dismissing Sri Basudeo Beldar, M/Loader from service in January, 1981 is justified? If not, to what relief the workman is entitled?"

(2) That the parties have amicably settled the dispute on the following terms :—

## TERMS OF SETTLEMENT

- (a) That the concerned workman Sri Basudeo Beldar will be reinstated as Miner/Loader within one week from the date of reporting for duties, subject to medical fitness and proper identification.
- (b) That the period of idleness from 21-1-81 till the date of reinstatement will be considered as leave without wages and his continuity of service will be maintainable.
- (c) That the concerned workman will not claim any other relief except continuity of service for the period of his idleness from 21-1-81 till the date of joining.

(3) That in view of the settlement there remains nothing to the adjudicated.

It is, therefore, humbly prayed that the Hon'able Tribunal will be graciously pleased to accept the settlement as fair and proper and please to pass the Award in terms of the settlement.

For the workmen :

For the Employers :

- |  |  |
|--|--|
| (1) Sd/- (O.P. Sinha)<br>Area Secy., RCMS. | (1) Sd/- (S.N.P. Singha)<br>P.M., K/Area.          |
| (2) Sd/- (B. D. Singh)                     | (2) Sd/- (A. Kumar)<br>Dy. P.M., K/Area.           |
| (3) L.T.I. (Basudeo Beldar)                | (3) Sd/- (R.N.P. Singh)<br>Sr. P.O., Godhur Colly. |

## DECLARATION

I, Sri Basudeo Beldar, do hereby declare and state that I have fully, understood the contents of the above paras and I fully, accept the terms of settlement.

L.T.I. (Basudeo Beldar)

नई दिल्ली, 26 अगस्त 1986

का.अ. 3125.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, स. सौमजीय और (हजिया)

लिमिटेड, नागपुर की उक्वा मैंगनीज माईन के प्रबन्धन से सम्बन्धित विवादों और उनके कर्मचारों के बीच, अनुबंध में निरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19 अगस्त, 1986 को प्राप्त हुआ था।

New Delhi, the 26th August, 1986

S.O. 3125.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Ukwa Manganese Mines of M/s. Manganes Ore (India), Limited, Nagpur and their workmen, which was received by the Central Government on the 19th August, 1986.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(B)(30)/1985

## PARTIES :

Employers in relation to the management of Ukwa Manganese Mine of M/s. Manganes Ore (I) Ltd., Nagpur and their workman Shri Bakshi an underground worker represented through the Bhartiya Manganes Mazdoor Sangh (BMS) Ward No. 14, Balaghat District, Balaghat (M.P.).

## APPEARANCES :

For Workmen—Shri S. Shakarwar, Advocate.

For Maangement—Shri P. S. Nair, Advocate.

INDUSTRY : Manganes Ore Mines DISTRICT : Balaghat (M.P.)

## AWARD

Dated : August 7, 1986

This is a reference made by the Central Government vide Notification No. L-27012(9)/84-D.II(B) dated 20th April, 1985 for adjudication of the following disputes :—

"Whether the action of the maangement of Ukwa Manganes Mine of Manganes Ore (India) Ltd., in dismissing from service Shri Bakshi an underground worker with effect from 13-2-83, is justified? If not, to what relief the worker is entitled?"

2. Facts leading to the reference which are no more in controversy are that on 3-10-1982 Excise Department raided the residential house of the workman, Shri Bakshi, situated at Village Samnapur Tehsil Baihar, district Balaghat and found three litres of illicit liquor and apparatus for preparing illicit liquor. He was accordingly prosecuted for the offence under Sec. 34 of I.P.C. He admitted the offence and vide Ex. W/4 he was sentenced to fine of Rs. 400 on 11-10-1982. He paid the fine vide Ex. W/3.

3. Management learnt of this and accordingly issued a show cause notice dated 13-12-1982 (Ex. W/1). The workman replied vide Ex. W/5. His plea was that the act if at all does not involve moral turpitude within the meaning of Clause 29 of the Standing Order so he cannot be punished. Management did not appreciate his plea and dismissed him from service vide order dated 13-2-1983 (Ex. W/2) under Clause 32 of the Standing Orders reproduced below :—

"Whether a workman has been convicted of a criminal offence in a court of law or against the interest of security to continue to employ the workman, the workman may be removed or dismissed from service without following the procedure laid down in Standing Orders No. 31 above."

The workman raised the dispute which ended in failure hence this reference.

4. The defence before me of the workman is three fold. Firstly that he is adivasi and a Scheduled Tribes person. Under Sec. 66 of the Madhya Pradesh Excise Act Government had exempted the tribals of Baihar Tehsil of District Balaghat for possessing home distilled liquor upto the limit of 5 ltrs. for home consumption and 10 Ltrs. for social and religious functions. His wife had distilled the illicit liquor for the medical use for cattle. In any case, on account of exemption he did not commit an offence under Sec. 34 of the Excise Act.

5. In support of his case he gave his own statement which stands un rebutted by the management. I find that there is a Notification No. 539-83-V-SK-81 dated 19th February 1981 (See M.P. Law Times Vol. 23 of 1981) published in M.P. Gazette giving exemption to Scheduled Tribes persons of Baihar Tahsil of District Balaghat amongst others No doubt learned Magistrate appears to have not taken note of this Notification perhaps because such a plea was not raised before him.

6. The plea of the management is that the conviction on admission stands. Therefore this Tribunal cannot ignore it. To my mind at least for the purpose of this case the legal position and the deference cannot be ignored because under Clause 32 of the Standing Orders there is a discretion to dismiss or not. It is not a mandatory provision.

7. The second defence is that in any case the alleged offence was not admittedly committed within the premises of the Company. Therefore he could not have been punished for any act done at his residence situated outside the Company's precincts. The plea of the management is that Clause 32 of the Standing Orders does not lay down such a distinction. I agree but it is common sense that if the offence is not committed within the precinct of the Company the Company should exercise the discretion in favour of the workman. In the case of M/s. Glaxo Laboratories Ltd. Vs. Presiding Officer, Labour Court, Meerut (1984—SCC Vol. 1 p. 1) it has been held "that there should be substantial and proximate nexus between the misconduct and employment essential place and time for the significant bearing in determining whether an act constituted misconduct". In that case the workman had manhandled the loyal workman outside the premises of the company and as such they were held not to have committed misconduct.

8. In any case even if I leave the above two contentions apart I find that the last contention is enough to set aside the order of dismissal. The last contention is that Clause 29 of the Standing Orders defines misconduct. Item No. 14 of Sub-clause (Kha) of Clause 29 defines what is a major misconduct in the relevant cases. It says that conviction by any court which involves moral turpitude. On the basis of this item it has been contended that the offence under the Excise Act does not amount to misconduct. The plea of the management is that Clause 32 under which action was taken and punishment awarded lays down no such distinction. I am of the opinion that while interpreting the provisions of statute construction should not be put upon a statutory provision which would lead manifest absurdity or futility on palatable injustice or absurd inconvenience or anomaly as has been laid down in the case of American Home Products Corporation Vs. Mac Laboratories Pvt. Ltd. & Anr (1986-SCC Vol. 1 p. 465 para 66). In the case of Ganu Ram Vs. Rikhi Ram Kaundal & Ors (1984-III SCC 649) it has been laid down that in such a case liberal construction should be given to the provisions dealing with persons who are socially, economically and educationally backward. The case of O. P. Singla & another Vs. Union of India & Ors (1984-III SCC 450) lays down in the context of interpretation of Statute and their construction that an isolated consideration of a provision leads to the risk of some other inter related provision becoming otiose or devoid of meaning. I am, therefore, of the opinion that in view of the above rules of interpretation the provisions of item 14 Sub-clause (Kha) of Clause 29 has to be read with Clause 32 of the Standing Orders. Therefore an act will amount to misconduct if it involves moral turpitude. An offence committed by a tribal (who not only have a social sanction to distil and possess illicit liquor but also have legal sanction) will not amount to misconduct. In such circumstance the offence committed

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if any under Section 34 of the Excise Act does not involve moral turpitude. Therefore his dismissal is improper and illegal. In the circumstances I hold that the workman is not only entitled to be reinstated with continuity in service but is also entitled to full back wages as has been held in the case of Mohan Lal Vs. Management of M/s. Bharat Electronics Ltd. (1981-III-SCC 225). Consequently I answer the reference as follows :—

That the action of the management of Ukwa Manganese Ore (India) Ltd., in dismissing from service Shri Bakshi an underground worker with effect from 13-2-1983 is not justified. He is entitled to be reinstated with effect from 13-2-1983 with continuity of service and full back wages and other ancillary benefits. No order as to costs.

V. S. YADAV, Presiding Officer

7-8-1986.

[No. L-27012/9/84-D.III(B)]

का. वा. 3126.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, तेल और प्राकृतिक गैस आयोग अहमदाबाद प्रोजेक्ट, अहमदाबाद के प्रबंधन से सम्बन्धित निरोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-8-86 को प्राप्त हुआ था।

S.O. 3126.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Oil and Natural Gas Commission, Ahmedabad Project, Ahmedabad and their workmen, which was received by the Central Government on the 20-8-1986.

BEFORE SHRI C. G. RATHOD, PRESIDING OFFICER, GUJARAT. AHMEDABAD.

Ref (ITC) No. 18 of 1985

ADJUDICATION

BETWEEN

Oil & Natural Gas Commission

(Ahmedabad Project)

Sabarmati

AHMEDABAD—380005

AND

The Workman employed under it.

In the matter of reinstatement in service with full back wages & all other benefits of Smt. Sitaben Bhikhabhai, Sweeper, working in Saij Sartha Stores, ONGC, Ahmedabad.

APPEARANCE :

Shri J. S. Parashar—for the workman.

Shri V. A. Meehan, Administrative Officer—for the Commission.

AWARD

1. The Central Government in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred the following dispute for adjudication to the Industrial Tribunal, Ahmedabad.

2. The dispute is as under : "Whether the action of the management of Oil & Natural Gas Commission, Ahmedabad Project in terminating the services of Smt. Sitaben Bhikhabhai, Sweeper, with effect from 31-3-1984 is justified? If not, to what relief is the workman concerned entitled?"

3. The notices for the filing of the statement of claim was issued and the written statement was issued vide Ex. 10 and the Union has filed its statement of claim vide Ex. 3 on 17-10-85. The Commission has filed its written statement to this statement of claim vide Ex. 7 on 30-10-85.

4. The facts as stated in the statement of claim at Ex. 3 may be briefly stated as under.

That the applicant Smt. Sitaben Bhikhabhai was working at Saij Sartha Stores in the Commission for the last 12 years as a casual labourer. It is her case that the Commission all of a sudden refused work to her on 1-1-1984. It is further her case that the Commission did not give any notice or compensation and also did not follow any rules of Law before terminating her services abruptly and the said action is illegal and improper and against the principles of natural justice. It is further her say that the applicant was doing the work of a Sweeper. She was sweeping and up-keeping the premises of ONGC at Saij Sartha within an area of about 4 acres. It is also her say that the applicant was doing the work of a Sweeper and the said work is still available and that the applicant's services are terminated and new persons are employed and that the persons who were junior to her have been made permanent sweepers and that the Commission has still vacancies of sweepers at Ahmedabad which they are filling up by inviting new persons. It is further her say that the Commission was paying wages to the applicant changing from time to time. Since the applicant had no other source of income and she was illiterate she continued to accept whatever wages were paid to her. It is further her say that the implements for work were provided to her by the Chief Stores Keeper at Saij Sartha that the leave and wages were also given to her by the Chief Stores Officer and she was working under the instructions and directions of the Chief Store Keeper. It is also her say that since her juniors were made permanent, she approached the officers of the Stores Department at Ahmedabad but she did not receive any satisfactory reply and on the other hand the Chief Store Keeper at Saij Sartha had threatened the applicant that she will lose her job if she does not remain silent. The applicant further submits that she was not intimidated at any stage about any change in her workmanship. It is also her say that as a casual labourer she is entitled for being made permanent if she has put in continuous service of 240 days in several years. It is further her say that the applicant is a poor scheduled caste lady and she deserves all the legal benefits within the rules and regulations of the Commission itself and therefore she has prayed that the action of termination of her services be set aside that she may be reinstated on the original post and may be made permanent from the date she has completed 240 days of continuous services and that she be given all other benefits which are given to a permanent employee in the Commission.

5. The Commission has filed its written statement at Ex. 7 and contended inter alia that the contention of statement of claim are not true and not admitted; that the reference is legally not tenable. Further it is contended that there was no relationship of master and servant between the Commission and Smt. Sitaben Bhikhabhai and hence the present reference is not legally maintainable. It is contended that Smt. Sitaben Bhikhabhai is not a workman as defined in Section 2(S) of the Industrial Disputes Act, 1947 and hence the present reference is legally not maintainable and deserves to be rejected. Further the Commission has denied all the submissions made in various paragraphs of the statement of claim. It is denied that Smt. Sitaben Bhikhabhai was working in Stores of the Commission since last 12 years as a casual labourer. It is further denied that the Commission has refused to assign work to Smt. Sitaben w.e.f. 1-1-1984. It is further contended that Smt. Sitaben had entered into an agreement with the Commission for sweeping and up-keeping of office premises at Saij Sartha Stores on a part-time basis and the expiry of the agreement she was not required to carry out the work as the agreement automatically became inoperative.

5.1 It is denied that the Commission has engaged new persons after the dismissal of Smt. Sitaben and they are made permanent. It is also not true that there are still vacancies of sweepers. It is not true that Commission has been pay-

ing wages to Smt. Sitaben changing from time to time. It is also not true that she was working under the instructions and directions of the Chief Stores Keeper at Saij Sartha that her presence was marked and she was given the benefit of leave with wages. The statement in the statement of claim that she was working within the premises of the Commission and she was provided implements for work by Chief Store Keeper is misconceived. Her allegations that she had approached the officers of the Stores Department but she was not given satisfactory reply and she was threatened by the officers that she will lose her job are not true and are not admitted by the Commission. It is not true that she has not given lawful benefits by the Commission. It is also not true that her seniority was not considered under the provisions of certified standing orders and the same is misconceived and misleading. It is further contended that her statement that she was not intimidated at any stage of any change in her workmanship is misconceived and misleading. It is also denied that she is entitled to be made permanent that she has put in continuous service of 240 days. It is also denied that the Commission has terminated her services and she is victimised. It is also denied that when Smt. Sitaben has asked for her legitimate rights the Commission has adopted unfair labour practice. It is contended that she was working as a casual labourer and she was taken up a casual labourer in March 1980 upto June, 1980. Thereafter she had not worked with the Commission. Again in May, 1981 she was provided work upto August, 1981. During this period she has not completed 240 days of work. It is contended that during the above-mentioned period she was engaged in leave vacancy. Further it is contended that in July, 1982 she had entered into an agreement with the Commission for up-keeping the Saij Sartha premises. The said contract was renewed from time to time and the said contract expired on 31-3-1984. It is thus contended that she has worked on contract basis and was not an employee of the Commission. It is also contended that after March, 1984 the said agreement was not renewed and the terms of the previous contract expired and agreement automatically became in-operative. In short it is contended that she has worked on contract basis and therefore the question of reinstatement does not arise. Thus it is contended that she is not entitled to claim any of the relief as stated in the statement of claim and her reference deserves to be dismissed.

6. Shri J. S. Parashar, appeared for the workman and Shri V. A. Meewan, Administrative Officer appeared for the Commission and I have heard their arguments. In the instant case the question to be determined is whether the action of the management of Oil and Natural Gas Commission, Ahmedabad Project, in terminating the services of Smt. Sitaben Bhikhabhai, Sweeper, w.e.f. 31-3-84 is justified and if not what relief is the workman concerned entitled to?

7. It may be stated that in this case on behalf of the workman there is the evidence of the workman, Smt. Sitaben Bhikhabhai vide Ex. 13 and one Khalasi (Retired) namely Chhanaji Motiji vide Ex. 17 and on behalf of the Commission there is the evidence of one Devprasad Maniram Gerola, who is in-charge of Saij Sartha Stores vide Ex. 23. The Commission was directed to produce, on account of the request of the workman, number of documents as per the list at Ex. 5 and as per the list at Ex. 8. Further it appears that the Commission was not able to produce a number of documents. It appears that they had taken time from time to time but were not able to produce all the documents. All the same certain documents which are produced on record are in my opinion sufficient to bring out the real facts on record. Out of the documents which they have produced I would state that they have produced a statement showing the period during which Smt. Sitaben Bhikhabhai worked in the stores from April, 1980 vide Ex. 10/1. They have also produced six documents alongwith the list at Ex. 11. Out of which the first is photo stat copy of the certified standing orders. The second document is a register of man-days (muster roll) w.e.f. 1-1-77 to 30-8-80 and file nos. 3, 4 & 5 the miscellaneous bills showing the payment made to Smt. Sitaben during the period from 1-4-70 to 8-11-76 and 11/6 is a photostat copy of the contract for the period from July, 1982 and September, 1982 signed by Smt. Sitaben. They have also produced a file regarding engagement of the sweeper on contract at Saij Sartha vide Ex. 22. The oral evidence at Saij Sartha is in the effect that she has been working at Saij Sartha since about 12 yrs. and it is supported by her witness namely Chhanaji Motiji vide Ex. 17. It is her say that she



was doing the work of cleaning the stores premises and further she was also doing the work as a Khalasi. It appears that in the Stores Department a number of articles are received either in bags or otherwise and if the bags are torn the bags are required to be filled in and for that purpose the Khalasis are appointed. The work of sweeping the premises and cleaning the premises clean, it appears is a different type of work and in the circumstances of the case even though there is oral evidence led by the workman and though it is supported by her witness I am not inclined to accept the testimony for two reasons. Firstly the work is of a different nature and secondly if we were to peruse the documentary evidence we find that in the sanctioned orders from time to time her work has been described as cleaning and sweeping and even in the muster roll which is produced w.e.f. 1st January, 1977 till 30th August, 1980 she has been shown as a sweeper and her presence has been marked accordingly there. In view of the evidence which will presently discuss as above it is clear that in the instant case the workman has worked for more than 240 days before the date of reference and by doing so it is clear that she is entitled to be considered as a regular employee.

8. Now if we were to refer to the other evidence the admitted facts which emerge from the oral as well as documentary evidence on record are that the concerned workman Smt. Sitaben had worked with the Commission since the year 1970. The concerned workman appear to have worked from the year 1970 to 1976. We are not very much concerned as regards her status at that time but perhaps we find that she was working as a part-time Sweeper and she was not a contingent hand at that time.

9. We are, however, concerned with the further period from January, 1977 and onwards. It appears that from 1st January, 1977 she was not, in fact, employed as a part-time employee but employed as a full time employee and was treated as a contingent hand and this is clear from the muster roll which the company has produced vide Ex. 11/2 and the statement which they have produced vide Ex. 10/1. I will be referring to the work done by her from January, 1977 and onwards till June, 1980. However, what I am concerned at this stage is in spite of the fact that the company had employed her as a contingent worker for doing the work of sweeping and in spite of the fact she was doing the work for the full time, the Commission all of a sudden appear to have obtained writings from her. This writing according to the company is the main document on which they propose to make out their case. That agreement is produced in file at Ex. 22. The case of the company is that prior to July, 1982 the said workman, though, she was engaged on a contingent basis, she had not completed 240 days and, therefore, there was no question of her being considered as a regular employee. I will hereafter point out that the case made out by the company than she has not completed 240 days is not at all well founded. It may be stated that it is a case of the company as contended in Para-B of written statement vide Ex. 7 that during this period that she was engaged in leave vacancy. It does not appear from the oral as well as documentary evidence produced on record that there is anything to show that from 1977 till 1980 Smt. Sitaben, the present workman was ever employed in the leave vacancy of any workmen. No such note or orders, it appears, are brought on record. Apart from the very fact that her name has been shown from 1st January, 1977 as a workman doing the work of sweeping, cleaning of Saija Sertha Stores, Officer's yard godown and lavatory makes it clear that she was a contingent employee whose name was shown in the muster roll of the company and, therefore, the question that arises is how can the Commission in July, 1982 alter her status from the contingent employee to a part-time employee?

10. I may be stated that since Smt. Sitaben was working as a contingent employee she has acquired that status and, therefore, the Commission was not expected to unilaterally alter her status from the contingent employee to a part-time employee. The evidence is led on behalf of the company and Mr. Devprasad Maniram Gerola Ex. 23 has been examined as witness on the point and he had stated that in the year 1982, Smt. Sitaben was employed on a contract basis. Admittedly some quotations were called for and those quotations are on record in the file in Ex. 24. We find from the file Ex. 24 that when the company obtained an agreement from Smt. Sitaben for a period from July, 1982 to September, 1982 their main term was that she was on a part-time job and she was required to clean and sweep the premises, etc. in consideration for a lump sum payment of Rs. 725 per month. It is also stated

therein that in case she did not remain present on a particular day there should be a deduction of Rs. 10 per day. Now it is not known as to how the Commission has entered into this agreement Ex. 24 inasmuch as we do not know as to whether they invited any tenders before they obtained such writing. Apart from that it is clear that Smt. Sitaben was working as a contingent employee and assuming that some break in her service with which I am not concerned at present as the question is a disputed one Smt. Sitaben says that she was working continuously and according to the company she was not working continuously and since she was engaged in a leave vacancy, her services were not further required and, therefore, this agreement Ex. 24 when her services were again required in July, 1982. As I have stated earlier Smt. Sitaben was working as an employee and she was a contingent employee and, therefore, if at all the Commission wanted to alter her status, it was for them to inform Smt. Sitaben accordingly. The agreement itself which is on record shows that though the agreement is effective from July, 1982, the Dy. Director on behalf of the O.N.G.C. appeared to have signed on 10-8-82. It is stated that there is thumb impression of Smt. Sitaben. I do not doubt that it is not the thumb impression of Smt. Sitaben, but the question is whether she was given to understand that she was being differently treated than what she was previously. It does not appear that the company has ever taken any troubles to inform Smt. Sitaben accordingly.

11. We find from the said file vide Ex. 24 that the Commission wrote letters to Smt. Sitaben and three others and they have called for the rates per month. The letters addressed to all the four persons appear to have been written by one of the same person. It is not known as to how the Commission received the tenders, but fortunately we have got envelopes on record. These envelopes are purported to have been addressed by those four persons to the Dy. Director of Oil and Natural Gas Commission. Further we find that below the same letter each of them has quoted the amount which they expected per month and we find that so far as Smt. Sitaben is concerned she had claimed Rs. 275 per month. The important and admitted facts as evident from record is that the quotations were written by one Smt. Malhotra who was Jr. Store Keeper. Thus even the quotations were written by one and the same person and obtaining of tenders was merely a pretence. In other words, the quotations were not independently called for and somehow they continued Smt. Sitaben on the assumption that she had given a quotation for lesser amount. In view of this quotation the office order was passed and as per the said office order Smt. Sitaben was engaged for a period of one year from 1-4-1983 to 31-3-1984. Now what is important is that in this office order vide Ex. 24 even though the company says that a contract was given for cleaning store premises at the rate of Rs. 275 per month for a period of one year, there is nothing in the said office order to show that the said contract was on a part-time basis. In other words, there is nothing to say that the work which Smt. Sitaben was expected to carry out was only for a particular hours say a few hours in the morning and a few hours in the evening. It, therefore, appears to me that so far as the said office order is concerned, it does not confirm that the company's theory that Smt. Sitaben was on a part-time employee.

12. Further the question that arises is that can the Commission in case of this nature say that the work is given on a contract basis. In this connection Mr. Parashwar for the workmen has referred to me to a decision namely Hussainbhai vs. The Alath Factory Thezhilali Union, 1978, Supreme Court Cases, page 506. He has tried to show this with a view to show that in the instant case Smt. Sitaben was really the workman as defined under section 2(s) of the Industrial Disputes Act. I need not refer to the facts of the said case inasmuch as in the instant case the facts appear to be on a more stronger grounds inasmuch as here the contract itself has been obtained by the company. Therefore the Commission is admittedly an employer and the only question is whether the company has the right to employ Smt. Sitaben as part-time employee keeping aside her status as contingent employee. In my opinion the Commission had not legal rights to change the status of Smt. Sitaben in the manner in which they have done. In the instant case, we find that so far as the work of Smt. Sitaben was concerned it was being supervised by the Chief Store Keeper. She was also paid her salary by the company and we also find that Smt. Sitaben was working for all these years and at least from January, 1977 and onwards, she appears to have worked as a contingent employee and it was only thereafter that her status as contin-

gent employee is sought to be altered and how it is said that she was actually employed under a contract of service. She, therefore, according to me was a workman and in as much she has been employed by the company to do the manual work certain remuneration is to be paid to her. She is not covered under any of the exception given under Section-2 (8) of the Industrial Disputes Act.

13. Now the question that arises is whether the services of the concerned workman were terminated by the company by 31-3-1984. In the reference the date that has been shown is 31-3-84, but in the statement of claim the concerned workman as stated in the para 2 in statement of claim that she was refused work from 1-1-1984. However, she has stated that her services were terminated from 1-4-1984 in para-6 of her statement of claim. It appears that before the Conciliation Officer also or case was that the O.N.G.C./Management has refused work from 1-1-1984. However, she has stated that the meantime she was provided with work till 31-3-1984 and according to the management her service had become in operative from 1-4-1984. Therefore, there is no difficulty in holding that in fact her services were terminated from 1-4-1984. Now the question is whether she has really completed 240 days and whether she is entitled to be continued in service. In this connection, I will refer to the statement filed by the company itself vide Ex. 10/1 and it has been stated therein that the number of days Smt. Sitaben has worked. I am not referring to the period prior to the year 1977 and I would take up the period from January, 1977 and number of days for which she has worked as per the statement, which is as under :

Period	No. of days
May, 78	25
June, 78	28
July, 78	27
August 78	26
January, 79	29
February, 79	24
March, 79	27
April, 79	24
	210

14. It is thus clear from the statement as above that it we were to make total from May, 1978 to April, 1979 for a period of ten months the total days for which she has worked comes to 210. Moreover, in view of the decision in workmen of American Express International Banking Corporation Vs. Management of American Express International Banking Corporation, 4 Supreme Court Cases Page 71, Smt. Sitaben was also entitled to include the days though not included in these days, but which she was entitled to count for considering that she has worked under the employer. However, I may state that I am not going into the details of this aspect at this stage. I am not considering the said days to show that she has actually worked for more than 240 days, but it appears to me that she has in fact worked for not less than 180 days in 12 consecutive months till April '79 and it being so it can be considered that she was a temporary workman and if she was a temporary workman, naturally as per the provisions of the certified Standing Order dt. 10-9-1962 and which filed at Ex. 11/1 her service could not have been terminated by the management without giving her seven day's notice as provided under clause 15 of the said certified standing order.

15. It, therefore, appears to me that it was not at all proper for the management to have abruptly changed her status from temporary contingent worker to that of a contract employee. Further we also find from the file Ex. 24 that from July, 1982 to Dec., 1983 and onwards Smt. Sitaben appears to have worked definitely for 240 days and I only take the days from April, 1983 to December 1983 and the statement which they have filed shows that she was absent only for six days in June, 1983 and July, 1983. Thus in a period of 9 months i.e. from April, 1983 to December, 1983, she seems to have worked for 264 days as her salary

was deducted only for 6 days. Again if we take the period as from April '83 to March '84 it is clear that the period during which she has worked is not less than 240 days. In that view of the matter, it is clear that she has worked for more than 240 days in a period of twelve months preceding the date of reference and it can be considered that she was entitled to be considered permanent from 1-1-1984.

16. In the decision namely Workmen of American Express International Banking Corporation, 4 Supreme Court Cases, Page No. 71 which I have referred as above, their Lordships of the Supreme Court while construing the provisions of section 25-B of the Industrial Disputes Act and other provisions were pleased to observed as under :—

25-B(1) "a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman :

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer :—

(a) for a period of one year if, the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer not less than—

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case :

They further observed—

"this expression, according to us, cannot mean those days only when the workman worked with hammer, sickle or pen, but must necessarily comprehend all those days during which he was in the employment of the employer and for which he had been paid wages either under express or implied contract of service or by compulsion of statute, standing orders etc. The learned counsel for the Management would urge that only those days which are mentioned in the Explanation to Section 25-B(2) should be taken into account for the purpose of calculating the number of days on which the workman had actually worked though he had not so worked and no other days.

We do not think that we are entitled to so constrain the construction of the expression "actually worked under the employer".

17. In that view of the matter it is clear that in the instant case the concerned workman has worked for more than 240 days before the date of the reference and it being so it is clear that she is entitled to be considered as a regular employee. In this connection we may refer to the certified standing orders vide Ex. 11/1 clause-2 it reads as under :—

"(i) Classification of workmen. The contingent employees of the Commission shall hereafter be classified as—

(a) Temporary, and

(b) Casual.

(ii) A workman who has been on the rolls of the Commission and has put in not less than 180 days of attendance in any period of 12 consecutive months shall be a temporary workman, provided that a temporary workman who has put in not less than 240 days of attendance in any period of 12 consecutive months and who possesses the minimum qualifications prescribed by the Commission may be considered for conversion as regular employee.

(iii) A workman who is neither temporary nor regular shall be considered as casual workman."



18. Further if we were to refer to clause-15. (1), we find that for terminating an employment of workman a notice in writing shall be given in accordance with the provisions of Industrial Disputes Act, 1947 provided that where a temporary workman is not entitled to one month's notice under the Industrial Disputes Act he shall be given a 7 days notice for termination of employment. Alternatively wages shall be paid in lieu of the notice. In the instant case since the workman Smt. Sitaben has put in not less than 240 days of attendance in 12 consecutive months as stated above it is clear that she is to be considered as a regular employee and her services could not have been terminated without giving her one month's notice. It appears to me that this is a case of clear retrenchment without complying that conditions that are prescribed under section 25-F of the Industrial Disputes Act as admittedly no notice or wages for the notice period are paid. Further we may also note that the decision namely State Bank of India Vs. N. Sundarman, 1976, 1 LLJ page 478, their Lordships of the Supreme Court held that termination of the service of a temporary workman employed only for a certain number of days under the contract of employment would constitute retrenchment. I may also state that even assuming for the sake of argument that there was a contract and the termination of the service of the present workman was as a result of non-renewal of contract of employment. It is clear that so far as the present case is concerned since it is a reference prior to amendment Act 49 of 1984 which has amended the definition of retrenchment under clause 2(60) of the Act, and inserted clause 1001 the amendment itself does not in any way save the present contract. It is necessary to bear in mind that the amendment is only prospective and I have tried to state as above on the assumption that even if there was a legal and valid contract between the employer and the employee and the term of the employee expires on 31-3-84, it does not alter the position.

19. I may however state that in my opinion having regard to the facts that the present employee was working with the company atleast from January, 1977 as a contingent worker, she had already acquired the status of temporary employee as soon as she has completed 180 days of work as per the clause-2 of the standing order referred as above and in that view of the matter her-services could not have been terminated except as contemplated under clause-15 of the standing order. She was entitled to a notice of atleast 7 days. No such notice was served upon the employee. Thereafter all of a sudden an agreement was obtained from her. No doubt, she has put her thumb impression, but it is very difficult for an illiterate woman to understand the implication of having put such thumb impression on a stamped paper. She was already in the service of the company and she could not have contemplated that her rights as an employee rights which she had then could be impaired by the company in the manner in which they have tried to impair the same. The circumstances show that obtaining of an agreement from the employee was merely a show. This was perhaps with a view to show that the case of Smt. Sitaben perhaps stood on a different footing. However, the facts as they appear on record does not in any way change the legal status which she has required. It is not easy for me to accept that she has been working only as a part-time employee. It is not shown that she could be employed as a part time employee. The work of sweeping is a daily routine work. In other words, it is required to be carried out daily. This is the work of permanent nature and as such the commission would require a permanent employee to perform the said duties. The allegation of the present workman is that juniors, Fulbhai, Naiduben, Nankuben and others have been employed by the company and they have been made permanent. It clearly shows that the company wanted to employ the sweepers and as I stated earlier the work being of a permanent nature she should have been given the benefits as a permanent employee. I, therefore, hold that the action of the Management i.e. O.N.G.C. in terminating the services of Smt. Sitaben, Sweeper, with effect from 31-3-1984 is not at all justified. In my opinion, it is neither just nor proper and, therefore, she would be entitled to be considered as a permanent employee. It would be just and proper to consider that she is a permanent employee from 1-1-1984 and in my opinion, she should be paid the salary as it is payable to Sweeper from 1-1-1984. Lastly, I may state that there has been considerable

delay in disposing of this reference. It appears that first effective hearing could not be fixed earlier than 25-9-1985 on account of disturbance prevailing in the city. Again the company took time in producing the necessary documents. The commission it appears did not remain present on 17-10-85 and also 30-10-85 and, therefore, again a registered notice was required to be served and the matter was fixed on 29-11-85. Thereafter the parties took some time to produce the evidence and to be ready with the documents. This has all resulted in a delay and it is regretted that the reference could not be completed within the stipulated time.

20. I further direct that in my opinion Smt. Sitaben should be re-instated and provided with the work of Sweeper. In the result I pass the following order.

#### ORDER

21. The action of the Management in terminating the services of Smt. Sitaben on 31-3-1984 is not justified.

22. She should be reinstated in service within one month from the date of publication of this award with continuity of service from 1-1-1984.

23. Further, I direct that her salary be fixed from 1-1-1984 on the basis that she has been appointed as a Sweeper as a permanent employee from that date.

24. Further I direct that arrears as payable to her from 1-4-1984 till she is being reinstated be paid by the company within one month from the publication of this award.

Ahmedabad, 10th June, 1986.

C. G. RATHOD, Presiding Officer  
[No. L-30012/84-D. III(B)]

नई दिल्ली, १ सितम्बर, १९८६

का. भा. ३१२७.—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १७ के अनुसार में, केन्द्रीय सरकार, वेस्टर्न कोलफील्ड्स लिमिटेड, कान्हान ऐरिया, पी. डंगरिया, जिला छिन्दवाड़ा (म. प्र.) के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में आरविन्देवर श्री बी. एन. झा, सहायक अभाव्युक्त (केन्द्रीय) छिन्दवाड़ा (म. प्र.) के पत्राच को प्रकाशित करती है, जो केन्द्रीय सरकार को १८-८-१९८६ को प्राप्त हुआ था।

New Delhi, the 1st September, 1986

S.O. 3127.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Arbitrator, Shri B. N. Jha, Asstt. Labour Commissioner (Central), Chhindwara (M. P.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coalfields Ltd., Kanhan Area, P.O. Dungaria, Distt. Chhindwara (M.P.) and their workmen, which was received by the Central Government on the 18th August, 1986.

#### ANNEXURE

IN THE MATTER OF AN ARBITRATION AGREEMENT DATED 16-2-1986 UNDER PARA II(iv) OF THE CODE OF DISCIPLINE IN RESPECT OF SHRI GHUDAN, MATR CARRIER OF DATLA EAST COLLIERY OF WCL.

B. N. JHA, Asstt. Labour Commissioner (Central).

Chhindwara

#### PARTIES :

1. Employer in relation to their Datla East Colliery of WCL, Kanhan Area, P.O. Dungaria, Distt. Chhindwara (M.P.).

AND

2. Their workmen represented by Bhartiya Koyla Khadan Mazdoor Sangh (B.M.S.), P.O. Chandametta, Distt. Chhindwara (M.P.).

#### APPEARANCES :

1. Shri H. Singh,  
Personnel Manager,  
Kanhana Area, WCL,  
P. O. Dungaria,  
Distt. Chhindwara (M.P.).

Representing the Workmen :

2. Shri S. R. Singh,  
President,  
Bhartiya Koyla Khadan Mazdoor Sangh (BMS),  
P. O. Chandametta,  
Distt. Chhindwara (M.P.).

STATE : MADHYA PRADESH. INDUSTRY : Coal.

No. CHA-2(1)/86.

Chhindwara, dated the 11th August, 1986

The management of Western Coalfields Ltd., Kanhana Area and the President Bhartiya Koyla Khadan Mazdoor Sangh (BMS), Chandametta by an arbitration agreement dated 16-2-1986 referred the following dispute for my arbitration under the provisions of para II(iv) of the Code Discipline.

"Whether the action of the management of Western Coalfields Ltd., Kanhana Area is justified in not regularising Shri Ghudan as a Mazdoor, if not to what relief Shri Ghudan is entitled "

The parties were called upon to file their comments, endorsing copy to the other party and were requested to send their comments, if any, on the statement of the other parties. The union filed their written statement dated 15-5-1986 on 25-5-86 and the management filed their written statement dated 13-6-1986 on 18-6-1986. The union further filed rejoinder on the statement of management on 2-7-1986. The hearing of the case was fixed on 21-7-86 when the parties requested for time to produce witness in support of their contentions. The next date was fixed on 24-7-1986 and the management adduced the evidence of one Shri Jamman, Sockman of Datla East Colliery and the union produced the concerned worker. The parties also filed petition to extend the time of award upto 31-8-1986. The case was fixed for arguments on 6-8-1986 when the parties stated that they have nothing further to argue then what has been stated in the written statements.

The case of the union is that Shri Ghudan, Water Supplier in Datla East Colliery of Kanhana Area of Western Coalfields Ltd., has been working as such since 1977 but the management has not so far treated him as a workman and paid Category-1 wages in which such type of workers are put to by the Coal Wage Board Recommendations 1967, and subsequent National Coal Wage Agreements. The main contention advanced by the management is that in this case there is no employer-employee relationship and Shri Ghudan is employed on contractual basis and hence a contractor. They have also referred to the definition of workmen given under Industrial Dispute Act and have also produced copy of an award given by the Industrial Tribunal, Bombay in a similar case of another estt. of the same management.

The first thing, therefore, to be examined is as to whether Shri Ghudan is an employee or a Contractor. The workman as well as the witness of the management have stated that the concerned workman is engaged for supplying water to underground and to all other workers engaged on the surface in Datla East Colliery. It is also confirmed by all including the management that he is being directly paid by the management for the work done by him. The workman has also produced two note books which show that he has been working regularly. It is also initiated by the attendance clerk

of the Colliery. A workman has been defined under Sec. 2(s) of the Industrial Dispute Act as any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward whether the terms of employment be expressed or implied (omitting the words not necessary). The Hon'ble Supreme Court in the case of Food Corporation of India and their workmen published in I.L.J.-Vol. II, page No. 20 of 1985 has observed that "the expression 'employed' has at least two known connotations but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and him as between employees or master and servant." Further in the case of Silver Jubilee Tailoring House, Vs. Chief Inspector of Shops and Establishment I.L.J.—Vol.-II-1973 page 495 the Hon'ble Supreme Court pointed out that control is obviously an important factor and in many cases it may still be decisive factor. But it is wrong to say that in every case it is decisive. It is now no more than a factor, although an important one. When the services are performed generally in the employer's premises, this is some indication that the contract is a contract of services and it is possible that this is another facet of the incidental feature of employment. It is accepted by all in this case that services of Shri Ghudan are performed in the Datla East Colliery of the management. Further in Hussainbhai, Calicut Vs. Alath Factory, Tezhilali Union (1978), Lab. I.C. 1264 Hon'ble Justice Krishna Iyer stated the law in the following words "Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the worker's subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the management cannot snap the real life bond." Thus from the foregoing it is established beyond doubts that Shri Ghudan is on contract of service of the management with implied terms of employment and for hire to supply water in the premises of the management in accordance with the requirement of the management and in the places as directed by the management.

As far award of the tribunal is concerned it is really sad that a public sector has shown utter disregard to the request made by a statutory judicial authority. The Tribunal has stated "this should normally dispose of the case, but having regard to the history as narrated by the workman and considering that consistently he is doing the work for the office since 1975, it is felt that it would be inhuman on the part of the management to continue the present arrangement and that it is not expected of a prudent employer like a Corporate Sector. Whatever may be in the past there, the management should consider the appointment of the workman as a water supplier. By what designation he is employed is immaterial since the work is a noted work viz. supplying of water. I hope that the management pays heed to these observations and removes injustice which is being caused to the workman concerned."

In the instant case the Tribunal was examining a particular case on the basis of evidence adduced before the Tribunal. It has not profounded any law. Had that be so it would not have made a noble request to the management. Regarding loss to the area and surplus manpower advocated by the management it is sufficient to say that even such a situation does not give legal sanction to the management to deviate a workman of his legal rights. The union has stated that the workman was employed in the year 1974 at Datla East

Colliery in Electrical Deptt. as a Mazdoor and was thereafter engaged as Chowkidar on a pump kept on surface for water supply. Thereafter he has been regularly supplying water in the Colliery. If that be so, converting a workman from being an employee to contractorship is undoubtedly against justice and amounts to unfair labour practice.

#### AWARD

Having heard both the parties and their submissions and also the witnesses and having considered all relevant aspects, I am of the opinion that Shri Ghudan is an employee of Datla East Colliery as a water supplier and he should be categorised as such in Cat. I. Consequently, I award that he should be categorised as such in Cat. I from 1977 onwards and the benefits of National Coal Wage Agreement I, II, & III should be paid to him with all the arrears. I Order accordingly.

Sd/-

B. N. JHA, Asstt. Labour Commissioner (C),

[No. J-21018/1/86-D-II(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 28 अगस्त, 1986

का. भा. 3128.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि स्कीम, 1952 के पैरा 4 के उप-पैरा (i) के अनुसरण में श्री भारत सरकार के भूतपूर्व भ्रम और पुनर्वास मंत्रालय, भ्रम विभाग, को अधिवृत्त का. भा. संख्या 879 तारीख 20 जनवरी, 1983 को अधिकांत करते हुए, केरल राज्य के लिए एक प्रादेशिक समिति का गठन करती है, जिनमें निम्नलिखित व्यक्ति होंगे, अर्थात्:—

#### अध्यक्ष

1. आयुक्त और सचिव, केरल सरकार, भ्रम, विभाग, त्रिवेन्द्रम

केन्द्रीय सरकार द्वारा नियुक्त

#### सदस्य :

2. उप सचिव (वित्त माधारण), वित्त विभाग, केरल सरकार, त्रिवेन्द्रम
3. संयुक्त सचिव, भ्रम विभाग, केरल सरकार, त्रिवेन्द्रम
4. श्री जेम्स माकिल, सचिव एसोसिएटेड प्लाण्टर्स ऑफ केरल कलूर, कोचीम-17
5. श्री जी. रमेशन, सरकारी ठेकेदार समझौतों पर, फोर्ट त्रिवेन्द्रम
6. श्री के. नरेन्द्रनाथन, स्वतंत्र धारक, स्मृति प्रिंटर्स और पब्लिशर्स, त्रिवेन्द्रम
7. श्री थम्पानूर रवि, इंडियन नेशनल ट्रेड यूनियन कांग्रेस, टी. सी. 25/1044, श्रीमलम् रोड, थम्पानूर, त्रिवेन्द्रम
8. श्री के. एन. रविन्द्रनाथ, महा सचिव, भारतीय व्यापार संघ केन्द्र केरल राज्य समिति भारतीय व्यापार संघ केन्द्र, हाऊस बांबियूर, त्रिवेन्द्रम

राज्य सरकार की सिफारिश पर केन्द्रीय सरकार द्वारा नियुक्त दो व्यक्ति

राज्य में नियोजकों के संगठनों के परामर्श से केन्द्रीय सरकार द्वारा नियुक्त नियोजकों के तीन प्रतिनिधि

राज्य में कर्मचारियों के संगठनों के परामर्श से केन्द्रीय सरकार द्वारा नियुक्त कर्मचारियों के तीन प्रतिनिधि

श्री के. पी. चन्द्रस  
सचिव,  
भारतीय कम्युनिस्ट पार्टी,  
जिला समिति,  
कादप्पाकाडा, किल्लोन

—ब हूँ—

[No. 20012/2/85-एस. एस. 2]

New Delhi, the 28th August 1986

S.O. 3128. In pursuance of sub-paragraph (i) of paragraph 4 read with paragraph 5 of the Employees' Provident Funds Scheme, 1952 and in supersession of the notification of the Government of India in the erstwhile Ministry of Labour and Rehabilitation, Department of Labour, S.O. No. 879 dated the 20th January, 1983, the Central Government hereby sets up a Regional Committee for the State of Kerala, consisting of the following persons, namely:—

#### CHAIRMAN :

1. Commissioner and Secretary to the Government of Kerala, Labour Department, Trivandrum. Appointed by the Central Government.

#### MEMBERS :

2. Deputy Secretary (Finance General), Department of Finance, Government of Kerala, Trivandrum.
3. Joint Secretary, Labour Department, Government of Kerala, Trivandrum.
4. Shri James Makell, Secretary, Associated Planters of Kerala, Keloore, Cochlin-17.
5. Shri G. Ramesan, Government Contractor, Semthripathi East, Fort, Trivandrum.
6. Shri K. Narendranathan, Proprietor, Semrdhi Printers and Publishers, Trivandrum-24.
7. Shri Thampanoor Ravi, Indian National Trade Union Congress, T.C. 25/1044, Sreemoolam Road, Thampanoor, Trivandrum.
8. Shri K.N. Ravindranath, General Secretary, Centre of Indian Trade Union, Kerala State Committee, CITU House, Vanchiyoor, Trivandrum.
9. Shri K.P. Chandran, Secretary, Communist Party of India, District Committee, Kadappakkada, Quilon.

Two persons appointed by the Central Government on the recommendation of the State Government.

Three representatives of employers appointed by Central Government in consultation with organisations of Employers in the State.

Three representative of employees appointed by the Central Government in consultation with the Organisation of employees in the State.

[No. V-20012/2/85-SS-II]

का. जा. 3129.—मैसर्स मरुधर क्षेत्रीय ग्रामीण बैंक मदन मेमोरियल बीरडीनि स्टेशन रोड बुक, राजस्थान (आर. ने./3311) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, (1952 का 19) जिसे इनमें इसके पश्चात् उक्त अधिनियम कहा गया है (की धारा 17 की उपधारा 2क के अधीन छूट विधे जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संदाय किये बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभवे हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा—  
(2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों के अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रयोजन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त जयपुर को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रयत्नों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (2क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रयत्नों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उन्हें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की अनुसूची की भाषा में उनकी मुख्य बातों का अनुवाद इसान के सूचना पट्ट पर प्रेषित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट पावन किसी स्थापन की भविष्य निधि का पत्र हो सक्षम है, उसके स्वातंत्र्य में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपबन्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभवे हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिका को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि, आयुक्त, जयपुर के पूर्व अनुमोदन के बिना नहीं किया जाएगा

और वहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यकिनपत्र अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्वातंत्र्य पत्रों अर्थात् बुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो, यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उन नियमों वारिस के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असक्षम रहता है और पानिची को व्ययगत हो जाने दिया जाता है तो रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम को वश में उन मत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। जमा फायदा के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को प्रोत्साहित रकम का संदाय संप्रदाय ने और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014(218)/86-एस. एस.-2]

S.O. 3129.—Whereas Messrs Marudhar Kshetriya Gramin Bank, Madan Memorial Building, Station Road, Churu, Rajasthan (RJ3311) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952, (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Jaipur and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance

Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Jaipur and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(218)/86-SS-II]

का. आ. 3130:—मैसर्स कैमिनियम प्रा. लि. जे. एन. नगर, अंधेरी बम्बई-400059 और इसकी शाखाएं जो कि दिल्ली, मद्रास, कोलकाता, बंगलौर, आर्ट मैन्डर-महीम बम्बई, जिला आफिस (पश्चिम), दादर, बम्बई स्थित है और केन्द्रीय रूप से बम्बई में कोड नं. (एम. एच. 9560 के अधीन कार्यरत है (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रैक्टिस उपाय अधिनियम 1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पूर्वक अभिष्टाप या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा निगम, का सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे 704 GI/86—9.

उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निगम सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम से सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त बम्बई की ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3-क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुद्रण बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप में वृद्धि किये जाने की व्यवस्था करेगा जिसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधक प्रादेशिक भविष्य निधि आयुक्त, बम्बई के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द का ज्ञात होता है।

10. यदि किसी कारणवश नियोजक उस नियत सारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिक्रम की दशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम-निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(219)/86-एस. एस.-2]

S.O. 3130.—Whereas Messrs Camlin Private Limited, J.N. Nagar, Andheri, Bombay-400059 (MH/9560) including its branches situated at Delhi, Madras, Calcutta, Bangalore, Art Centre, Mahim, Bombay, Distt. Office (West) Dadar, Bombay which are Centrally covered at Bombay under Code No. (MH/9560) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bombay and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits payable to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(219)/86-SS-II]

का. धा. 3131—मैसर्स इंडियन प्रोवाइडेंट फंड लि., पोस्ट बॉक्स नं. 6203, 66, शिवाजी मार्ग, नई दिल्ली-110015 (डी. एल./128) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी अधिध निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (6क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. धा. 3726 तारीख 11-10-1983 के अनुसरण में और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 30-10-1985 से तीन वर्ष की अवधि के लिए जिसमें 29-10-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट दी है।

## अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त देहली को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निविष्ट करे।
2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप धारा (3क) के खण्ड (ब) के अधीन समय-समय पर निविष्ट करें।
3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्ष प्रभागों का संवाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।
4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।
5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा, और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सँदरा करेगा।
6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनु-लेय है।
7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देह रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देह होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।
8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त देहली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।
9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।
10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को स्थगित हो जाने दिया जाता है तो छूट रद्द की जा सकती है।
11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो, यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमा-कृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्पश्चात् से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014(225)/86-पी.एफ.-2/- एस. एस.-2]

S.O. 3131.—Whereas Messrs Indian Oxygen Limited, Post Box No. 6203, 66, Shivaji Marg, New Delhi-110015(DL/128) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3726 dated the 11-10-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 30-10-1985 upto and inclusive of the 29-10-1988.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspections as the Central Government may direct from time to time.
2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.
3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
5. Whereas an employees, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.



8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under his Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/225/86/P.F. II/SS. II]

का.प्र. 3132.—मैसर्स भिलाई इजीनियरिंग कॉर्पोरेशन लिमिटेड, इंडस्ट्रियल एरिया, भिलाई, मध्य प्रदेश (एम.पी./756) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिवाय या प्रीमियम का सन्धाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग्य हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के भ्रम मंत्रालय की अधिसूचना संख्या का.प्र. 3981 तारीख 1-10-1983 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को 22-10-1986 से तीन वर्ष की अवधि के लिए जिसमें 21-10-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सन्धाय में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियाँ सौंजेगा और ऐसे लेखा रक्षक तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्धाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्धाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्धाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उस के स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त बर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दस्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समेकित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्धाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्धाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्धाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किए जाएंगे और जहां किसी संशोधन हेतु कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिमूलक अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्धाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्धाय में किए गए किसी व्यतिक्रम की वशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्धाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिनी/विधिक वारिसों को उस राशि का सन्धाय सत्परता से और प्रत्येक वशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।



S.O. 3132.—Whereas Messrs Bhillai Engineering Corporation Limited, Industrial Area, Bhilai, (M.P./756) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour S.O. 3981 dated the 1-10-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 22-10-1986 upto and inclusive of the 21-10-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/176/83-PF. II/SS. II]

नई दिल्ली, 29 अगस्त, 1986

का. आ. 3133 :—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पहली दिसम्बर, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिल नाडु राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे अर्थात् :—

“चेंगलपुट जिले में सैयदपेट तालुक में कोल बाजार, कोयलम्बकम, किलाकट्टलाई तथा श्रीपेदम्बदूर तालुक में गेरुगम्बकम राजस्वग्रामों के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एस-38013/27/86-I]

New Delhi, the 29th August, 1986

S.O. 3133.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st September, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu, namely :—

“Areas comprising the revenue villages of Cowl Bazar, Koilambakkam, Kifakkattalai in Saidapet taluk and Gerugambakkam in Sriperumbudur taluk in Chengalpattu District.”

[No. S-38013/27/86-SS. II]

का. आ. 3134 :—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पहली सितम्बर, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा

चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

I. जिला पेरियार के इरोडा तालुक में निम्नलिखित राजस्वग्रामों के अन्तर्गत आने वाले क्षेत्र:—

	संख्या
1. सूर्यमपलायम	9
2. मेल्लनासुवामपलायम	5
3. कुमिलामपाराप्पू (कुमुलाम मेपेराप्पू)	4
4. नाल्लागोण्डेनपलायम	3
5. चित्तोडु	2
6. पेरोडु	1
7. केराईल्लैपलायन (केराई इल्लैप्लै)	6
8. अनैनासुवामपलायम	8
9. इलावामलाई	7

II. जिला पेरियार के तालुक भवानी में निम्नलिखित राजस्वग्रामों के अन्तर्गत आने वाले क्षेत्र:

1. परियापुलियूर	49
2. गाम्माई	53
3. ओरिचेरी	54
4. वारदानाल्लूर	57
5. उराचिकोट्टाई (उराचीकोट्टाई)	3
6. भवानी	1
7. थलाकुलम	29

[संख्या एस-38013/28/86-एस. एस.-I]

S.O. 3134.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 1986 as the date on which the provision of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section 1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu, namely:

I. The areas within the following revenue villages in Erode Taluk in Periyar District:	No.
1. Suriampalayam	9
2. Mettunasuvampalayam	5
3. Kumilamparappu Kumulam Perappu)	4
4. Nallagoundenpalayam	3
5. Chittodu	2
6. Perodu	1
7. Karaiollaipalayam Karai Ellaippa Palayam)	6
8. Anainasuvampalayam	8
9. Elavamalai	7

II. The areas within the following revenue villages in Bhavani Taluk in Periyar district:

1. Periapuliyur	49
2. Jambai	53
3. Oricheri	54
4. Varadanallur	57
5. Urachikottai (OOrachikottai)	3
6. Bhavani	1
7. Thalakulam	29

[No. S-38013/28/86-SS.-I]

का. भा. 3135:—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पहली सितम्बर, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध गुजरात राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“जिला पंचमहल में हलोल तालुक के हलोल बामका जी.आई. डी.सी. कम्प्लेक्स गोधरा रोड के राजस्व एवं पंचायत सीमा के ग्राम।”

[संख्या एल-38013/29/86-एस. एस.-I]

S.O. 3135.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st September 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act, shall come into force in the following areas in the State of Gujarat namely:—

“Revenue and Panchayat limit of village Halol Baska, GIDC Complex, Godhra Road of Taluka Halol and District Panmahals.”

[No. S-38013/29/86-SS. I]

का. भा. 3136:—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पहली सितम्बर, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध गुजरात राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“जिला पंचमहल में कलोल तालुक के कलोल, डेराल, स्टेशन मदायवाम, अलिनवरा, जी.आई.डी.सी. के क्षेत्र सहित हिम्मतपुर राजस्व एवं पंचायत सीमा के ग्राम।”

[संख्या एस-38013/30/86-एस. एस.-I]

S.O. 3136.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st September, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Section 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Gujarat, namely:—

“Revenue and Panchayat limit of village Kalol, Derol, Station Madaivas Alindra, Himatpur including area of GIDC of Taluka Kalol of District Panchmahals.”

[No. S-38013/30/86-SS. I]

का. भा. 3137:—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पहली सितम्बर, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और

धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध गुजरात राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“जिला पंचमहल के गोधरा तालुक में गोधरा शहर के राजस्व एवं नगरपालिका सीमा और चिकोदरा-लीमावाडा रोड, तम्बा रोड, लिमसारा, भुरावाव रोड, वेजालपुर रोड, जी.आई.डी.सी. एस्टेट सहित राजस्व एवं ग्राम पञ्चायत सीमा क्षेत्र।

[संख्या एस-38013/31/86-एस एस-1]

S.O. 3137.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st September, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force of the said Act shall come into force in the following areas in the State of Gujarat namely:—

“Revenue and Municipal limit of City Godhra and Revenue and village Panchayat limit of GIDC Estate including Chikodra-Limawada Road, Tamba Road, Limsara, Bharavav Road, Vejapur Road of Tanka Godhra of District Panchmahals.”

[No. S-38013/31/86 SS. I]

का. प्रा. 138 :—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पहली सितम्बर, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध उड़ीसा राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“जिला कोरापुट के जेयपीर तहसील के अधीन राजस्व ग्राम गणनपुर (पी.एम. नं. 25 जेयपीर पुलिस स्टेशन) में सम्मिलित क्षेत्र।”

[संख्या एस-38013/32/86-एस एस-1]

S.O. 3138.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st September, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Orissa, namely:—

“The area comprising the revenue village of Gangapur (P.S. No. 5 of Jeypore Police Station) under Tehsil of Jeypore, District oraput.”

[No. S-38013/32/86-SS.I]

का. प्रा. 3139:—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पहली सितम्बर, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“पूर्वी गोदावरी जिले के कडियाम मण्डल में जेगुरापाटु के राजस्व ग्राम के अधीन माधवरायउदुपलेम ग्राम।

[संख्या एस-38013/33/86-एस एस-1]

S.O. 3139.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st September, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (Except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh, namely:—

“Madhavarayudupalem village under Jegurapadu Revenue village in Kadiam Mandalam of East Godavari District.”

[No. S-38013/33/86-SS. I]

का. प्रा. 3140:—मैसर्स भारत कामर्स एण्ड इन्स्टीट्यूट लिमिटेड, पोस्ट आफिस-बिरलाग्राम, नागडा-456331, मध्य प्रदेश (एम पी./228) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है; और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का मन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल है जो उन्हें कर्मचारी विशेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मन्त्रालय की अधिसूचना संख्या का. प्रा. 3397 तारीख 30-7-1985 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 27-8-1986 से तीन वर्ष की अवधि के लिए जिसमें 26-8-1989 की सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसा लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर मन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का मन्दाय लेखाओं का अन्तर्गण, निरीक्षण प्रभागों का मन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उक्त संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी श्रावण आबन्धक प्रीमियम भारतीय जीवन बीमा निगम को मन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपसब्ध फायदे बढ़ाये जाने हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपसब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपसब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्धेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में सन्धेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिवक वारिस/नाम-निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्धेय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्धेय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्धेय में किए गए किसी व्यतिक्रम की वृत्ति में, उन मृत सदस्यों के नामनिर्देशितों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के सन्धेय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिवक वारिसों को उस राशि का सन्धेय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(97)/83-पी एफ-2/एस एस-2]

S.O. 3140.—Whereas Messrs Bharat Commerce and Industries Limited, P.O. Birlagram, Nagda-456331, M.P. (MP/228) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3397 dated the 30-7-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said

establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 27-8-1986 upto and inclusive of the 26-8-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

पा.भा. 3141—संगत आको स्टील कास्टिंग्स, इंडस्ट्रियल एरिया, पो.भा. नं. 8, भिलाई, मध्य-190001 (एम.पी./2352) (हिन इसके पश्चात् उक्त स्थापन कहा गया न) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् श्रमिधाय या प्रीमियम का संदाय किए बिना भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निरोप महग्रा बीमा स्कीम, 1976 (जिसे हमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन प्रसूथ हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या पा.भा. 3978 तारीख 1-10-1983 के अनुसरण में और इससे उपरबद्ध श्रमसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 22-10-1986 से तीन वर्ष की अवधि के लिए जिसमें 21-10-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का प्रवर्तन, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य भाषाओं का अनुवाद, स्थापन के सूचना-पत्र पर प्रवर्तित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन प्रसूथ हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम

के अधीन होती तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को पत्रिका के रूप में दोनों रकमों के घटकर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने को संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिपूर्ण अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को, जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हफदार नामनिर्देशित/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(172)/83एपी.एफ. 2/एस एस-2]

S.O. 3141.—Whereas Messrs Baco Steel Castings, Industrial Area, P.B. No. 8, Bhillai, M.P.-490001 (MP/2352) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3978 dated the 1-10-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 22-10-1986 upto and inclusive of the 21-10-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/172/83-PF.II-SS-II]

का.प्र. 1142.—श्रीमद् श्री नेहरूराजा टैक्सटाइल, प्रा. लि., (जो पहले श्री गोपाल कृष्ण मिश्र प्रा. लि. के नाम से जाना जाता था) 394, सरोजनी नाथ रोड, मिर्जापुर, कोइम्बादूर (टी.एन/1103) (जिसे इससे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इससे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट देने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिभार या प्रीमियम का संदाय कि बिना ही भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे

कर्मचारियों को उन फायदों में अधिक अनुकूल हैं जो उन्हें कर्मचारी विशेष सहायक बीमा स्कीम, 1976 (जिसे इससे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत है।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना सं. का.प्र. 3381 तारीख 30-8-1982 के अनुपूरण में और इसमें उल्लेखित सूची में प्रिनिस्मिट शर्तों के अधीन रहते हुए उक्त स्थापन को, 25-9-1988 से बीस वर्ष की अवधि के लिए जिसमें 25-9-1988 की मरिमिका है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के संस्था में नियोजित प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु की ऐसी विवरणियाँ भेजेंगी और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रकरणों पर प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रकरणों का संदाय आदि भी है, होने वाले सभी व्ययों का वृत्त निरीक्षक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उमरा मध्य बानों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि च. या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उमरा नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यकता प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदा बढ़ाये जाने है तो, निरीक्षक उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए, सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों की प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और अतः किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन करने अपना शुभक है, प्रयत्न नहीं कर रहे हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियम तारीख के भीतर प्रीमियम का संदाय करने में असमर्थ रहता है, और पानिसों को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वशा से, उन मूल भवनों के नामनिर्देशनियों या अधिकारियों को जो यदि यह, छूट न दी गई होती तो उस स्कीम के अस्तित्व होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी नए व्यक्ति को मूल्य होने पर भारतीय जीवन बीमा निगम, बीमाकर्ता राशि के हफ्तवार नामनिर्देशनियों/विधक वारंटों को उस राशि का संदाय सम्पत्ति से और प्रत्येक वशा में हर प्रकार में पूर्ण दावे की प्राप्ति के एक मास के भीतर नुविष्टित करेगा।

[संख्या एस-35014(226)/83-पं.एफ-2/एस एस-2]

S.O. 3142.—Whereas Messrs Sri Narendraraja Textile Private Limited, (Formerly known as Sri Gopal Krishna Mills Private Limited) 394, Sarojini Naidu Road, Sidhapur, Coimbatore (TN)1103 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3381, dated the 30-8-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 25-9-1985 upto and inclusive of the 24-9-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/226/83-PF.II-SS-II]

का. भा. 3143:—जैसों नियामधर्मा स्टांन, नि, प्लाट नं. 18, 19, 20, अम्मातूर इन्डस्ट्रियल एस्टेट, अम्मातूर, मद्रास-58 (टी एन / 6381) (जिने इममें इमके पञ्चात् उक्त स्थापन कहा गया है) के कर्मचारी अधिकारियों और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 10) जिने इममें इमके पञ्चात् उक्त अधिनियम कहा गया है) की धारा 17 को उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी विशेष सद्बद्ध बीमा स्कीम, 1976 (जिने इममें इमके पञ्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रयुक्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अर्थ मंत्रालय की अधिसूचना संख्या का भा 326 तारीख 6-12-1982 के अनुसरण में और इममें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 8-1-1986 से तीन वर्षों की अवधि के लिए जिसे 7-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रयत्न से छूट देती है।

## अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बजें करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में दराकल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा, में, उन मृत सदस्यों के नामनिर्देशिनी या विधिक वारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हूबदार नामनिर्देशिनी विधिक वारिसा को उस राशि का सन्दाय तत्परता से और प्रत्येक वषा में दूर प्रकार से पूर्ण दावे को प्राप्त के एक भाग के भीतर सुनिश्चित करेगा।

[नं. 35014(227) 86/एस एस-2]

S.O. 3143.—Whereas Messrs Sivanandha Steels Limited, Plot No. 18, 19 and 20, Ambattur Industrial Estate, Ambattur, Madras-58 (1N/6361) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 326 dated the 6-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 8-1-1986 upto and inclusive of the 7-1-1989.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employees, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.



7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/227/86-SS-11]

का० आ० 3144.—मैसर्स करुणमबिकाण्ड सिन्धु लि०, पोस्ट बॉक्स नं०-2, सोमनूर-638668 (टी० एन०/1708) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के, कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निवेश मंत्रालय बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुशेष है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधि सूचना संख्या का० आ० 3029 तारीख 13-8-1982 के अनुसरण में और इससे उपाधुक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 28-8-1985 से तीन वर्ष की अवधि के लिए जिसमें 27-8-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि जायका तमिल नाडू की ऐसी निगरानीयों में से एक और ऐसी निगरानी तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसी निरीक्षण प्रभावों का प्रत्येक वर्ष की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रभाव में, जिसके अन्तर्गत निवासियों का रक्षा जाता, निगरानीयों का प्रयुक्त किया जाता, बीमा प्रीमियम का सन्दाय निगरानीयों का अस्वत्ता, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी रणों का वहन नियोजन द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य भाषों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन की भविष्य निधि का पट्टे की सदस्य है, उसके स्थापन में नियोजन किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सवस्य के रूप में उसका नाम मुख्य रूप से करेगा और उसकी बाबत आवश्यक प्रीमियम आंशिक जीवन बीमा निगम का सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपबन्ध फायदे बढ़ाये जाने हैं तो नियोजक उक्त स्कीम के अधीन कर्मचारियों का उपबन्ध फायदों में सम्मिलित कर में वृद्धि का जाने को वादस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हो, या उक्त स्कीम के अधीन अनुशेष है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इन स्कीम के अधीन सन्दाय करने से उक्त स्कीम में कम है जो कर्मचारी की उस दशा में सन्दाय होने पर वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधित्त कारित्र/तामनिर्देशितों को प्रतिकर के रूप में शर्तों पर कर्मों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि अथवा समितिकारु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और अति कति संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वडा, प्रादेशिक भविष्य निधि अथवा अन्तः अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्तिपूर्ण अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उन सामूहिक बीमा स्कीम के, जिसे स्थापन पट्टे अन्तः चुका है, अधीन नहीं रह जाते हैं, या 3। स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे कति सीमा में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा निरूपित तारीख के भीतर प्रीमियम का सन्दाय करने में अक्षम रहता है, और पानिस्ता का अस्वत्ता हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम का सन्दाय में होना, या भिन्न कार्यक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधित्त कारित्रों को जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, वामा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इन स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, अस्वत्ता शक्ति के अनुसार तामनिर्देशितों/

विविध कार्यों को उस राशि का समुचित व्यवस्था से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(229)/86-पां० एफ०-2/एस०एम०-2]

S.O. 3144.—Whereas Messrs Srikarunambikai Mills Limited, Post Box No. 2, Somanur-638668 (TN/1708) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of the Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3029 dated the 13-8-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 28-8-1985 upto and inclusive of the 27-8-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintained in such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employees, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of

the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner of the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/229/86/PF.II/SS II]

का. प्रा. 3145—मैमर्स एम. जी. श्रीदो मोबाइलज प्रादो मोबाइलज इन्जीनियर्स, कोच बिल्डिंग एण्ड डिलर्स, पटेल नगर, बैलरी-583101, (के. एन./1128) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिले जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

यह केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2 क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, कनार्टका को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर, निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संभाव्य करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3 क के खण्ड क के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाधियों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाधियों का प्रवर्तन, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति और जोर कमी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मृदा बातों का अनुवाद स्थापन के सूचना पट्ट, पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उसने अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पत्र ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी भावना आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त, कनाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है और पालिसी को ब्यवधान हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट गई थी गई होती तो, उक्त स्कीम के अन्तर्गत होने बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वर्षा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिश्विज करेगा।

[म.प्र.प-35014 (231)/86-एम.ए.-2]

S.O. 3145.—Whereas Messrs M. G. Automobiles, Automobile Engineers, Coach Builders and Dealers, Patel Nagar, Bellary-583101 (KN/1128) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employee.

5. Whereas an employees, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/231/86-SS-II]

का. प्रा. 3146:—मैमसे मकतलान प्लाईवुड इन्डस्ट्रीज लिमिटेड, पोस्ट बाक्स नं. 2276, यमवन्तपुर, बंगलोर-560022, (के. एन./1088) (जिसे हमें हमके पश्चात् उत्तर स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) (जिसे हमें हमें हमके पश्चात् उत्तर अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट विये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार या समाधान हो गया है कि उत्तर स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय करने बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल है जो कर्मचारी निवेश मंडल बोना स्कीम, 1976 (जिसे हमें हमें हमके पश्चात् उत्तर स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उत्तर अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और हमें उपायध्वन सूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उत्तर स्थापन की नीत शर्त की अवधि के लिए, उत्तर स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उत्तर स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, बंगलोर को ऐसी शिखरणाओं भेजेगा और ऐसी लेखे रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसी निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उत्तर अधिनियम की धारा 17 की उपधारा 3क के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रवर्तन में, जिसके अन्तर्गत लेखाओं का रखा जाना, निवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रभावों सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोचित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, सब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उत्तर अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तविक प्रीमियम भारतीय जीवन बीमा निगम को सदाय करेगा।

6. यदि उत्तर स्कीम के शर्तों कर्मचारियों को उपलब्ध करने बढते जाते तो, नियोजक सामूहिक बीमा स्कीम के शर्तों कर्मचारियों या उपलब्ध फायदों में सम्मिलित रूप से बृद्धि विये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के प्रवर्तन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उत्तर स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी शर्त के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होता है वह वह उत्तर स्कीम के अधीन होता तो, नियोजक कर्मचारी के अधिकारों/नाम निर्देशनों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, बंगलोर के पूर्व अनुमोदन के बिना नहीं किया जाएगा और अतः किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, बतों प्रादेशिक भविष्य निधि आयुक्त याता अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के हरेवारी बंगलोर जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले थाता चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो वह रहूँगी जा सकती सकती।

10. यदि किसी कारणवश नियोजक उस निगम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है और पारिवी को व्यपगत हो जाने दिया जाता है ता, छूट रहूँगी जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किये गये किसी व्यक्तिक्रम को उगा में उन मृत सदस्यों के नाम निर्देशनों पर विधिक बारिशों को जो यदि यह छूट न हो गई होती तो, उत्तर स्कीम के अन्तर्गत होते। बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उत्तर स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनों/विधिक बारिशों को बीमाकृत रकम का सदाय क्षमता में और अप्रत्येक दश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[मं. एम.-35014 (232)/86-एम. एम. 2]

S.O. 3146.—Whereas Messrs Mafttal Plywood, Industries Limited, P.B. 2276, Yesvantpur, Bangalore-560022 (KN/1088) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bangalore and maintain in such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employer.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bangalore and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का. आ. 3147 मैसर्स सोयल टेक्सटाइल मिल्स लिमिटेड, 21/4, मिल स्ट्रीट कोविलपाटी, (टी. एन./188) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उप-बन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है (की धारा 17) की उपधारा (2क) के अधीन छूट विवे जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मद्रास को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खंड-क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का भ्रंश निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाव स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्दिष्ट के प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रारंभिक भविष्य निधि आयुक्त, मद्रास के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रारंभिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संभार करने में असफल रहता है और पालिसी को ब्यवगत हो जाने दिया जाता है, तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संभार में किये गये किसी व्यक्तिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न बी गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संभार का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[सं० एम. -35014(233) 86-एस एस-2]

S.O. 3147.—Whereas Messrs Loyal Textile Mills, Limited, 21/4, Mill Street, Kevilpatti (TN/188) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintained in such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employer.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc, within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made, by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/233/86-SS-II]

का. आ. 3148—भरम फूड स्पेशलटीज लिमिटेड, कोलाडी फैक्ट्री, चेरासबाडी, तमिलनाडु (टी. एन./4930) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिलाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के लाभों का उपभोग कर रहे हैं और ऐसे कर्मचारियों के लिए ये

फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन में छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुवित्राएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निरिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क के खण्ड-क के अधीन समय-समय पर निरिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रभासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संवाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरंत दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि दिये जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस यथा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यत्नित्यक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है

अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पात्रियों को भ्रमण हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की वशा में उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिश्चित करेगा।

[सं० एम - 35014 (234)/86-एमएस-2]

S.O. 3148.—Whereas Messrs Food Specialities Limited, Cholodi Factory, Cherambadi-643205, Nilgiris, Tamil Nadu (TN/4930) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs or deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/234/86-SS-II]

का. प्रा. 3149 मैसर्स गेशमल टेप कम्पनी, लिमिटेड, फिरोजपुर रोड, लुधियाना-141001 (पी. एन./1028) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी युक्त अधिदाय या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपायबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, चंडीगढ़ को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्विष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खंड-क के अंतर्गत समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभागों संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों को एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुमंडल की भाषा में उनकी मध्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम शुरून दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के शिष्टिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, चंडीगढ़ के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असमर्थ रहता है और पालिसी को अययन हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो अब यह छूट न दी गई होनी तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।



12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशित/विधिक कारियों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिश्चित करेगा।

[सं. एस - 35014 (235)/86-एस एस - 2]

S.O. 3149.—Whereas Messrs National Tape Company, Ferozepore Road, Ludhiana-141001 (PN/1028) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Chandigarh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contain in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Chandigarh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs or deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/235/86-SS-II]

का.प्रा. 3150—मैसर्स महीन्द्रा एण्ड महीन्द्रा लि., इन्डियनल डक्टर डिजिटल, एकरवी रोड, कान्हीबनी हट, बम्बई-400101. (एम. एच./7878) और इसकी अहमदाबाद, भोपाल, बेंगलूर, दावतगरी, नई देहली, हैदराबाद, जयपुर, लखनऊ, लुधियाना, मद्रास, नागपुर, पूणे, पटना, रोहतक, श्रीगंगानगर, जालन्धर और दमन स्थित शाखाएं।

(जिसे हमने इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्राचीन आबन्ध अधिनियम, 1952 (1952 का 17) (जिसे हमने इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा निगम की मासिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक प्रत्युत्त हैं जो कर्मचारी निवेश महसुल बीमा स्कीम, 1976 (जिसे हमने इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इनके आबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छुट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि, आयुक्त, बम्बई को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों को प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 2क के खण्ड-क के अधीन तबत तबत पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रमारों संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पट्टे ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, बम्बई के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपनी अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत मारीज के भीतर जो भारतीय जीवन बीमा निगम करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की वशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वषा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

S.O. 3150.—Whereas Messrs Mohindra & Mohindra Limited, International Tractor Division, Akurli Road, Kandivli East, Bombay-400101, (MH/7878) and its branches at Ahmedabad, Bhopal, Chandigarh, Davangere, New Delhi, Hyderabad, Jaipur, Lucknow, Ludhiana, Madras, Nagpur, Pune, Patna, Rohtak, Sriganaganagar, Jullander and Daman (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bombay and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a

reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs or deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/237/86-SS-II]

का.आ. 3151.—मैसर्स- फुलफोर्ड (इण्डिया) लि., दूसरी मंजिल फाक्सफोर्ड हाउस, अपोलो बन्डर, बम्बई-400039, (एम.एच./11742) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है (की धारा 17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, बम्बई को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3क के खण्ड-क के अधीन समय समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहाना नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उक्त संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का ग्राहक उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तविक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उल्लेख फायदे बड़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उल्लेख फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी खान के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/ताम निर्देशनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, बम्बई के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होने बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार ताम निर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् में और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[नं एम-35014(238)/86-एस एस-2]

S.O. 3151.—Whereas Messrs Fulford (India) Limited, 2nd Floor, Oxford House, Appollo Binder, Bombay (MH) 11742) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bombay and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member, entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/238/86-SS-II]

का.प्रा. 3152.—मैसर्स-शालचन्द्र नगर इन्डस्ट्रीज लिमिटेड, (प्लास्टिक प्लांट) शालाना-शालचन्द्र नगर जिला पुणे (एम.एच./9127) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों में अधिक अनुकूल है जो उन्हें कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मन्त्रालय की अधिसूचना संख्या का.प्रा. 318 तारीख 26-11-1982 के अनुसरण में और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 8-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 7-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है ।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आशुक्त महाराष्ट्र की ऐसी विवरणियां भेजे जा और ऐसी लेखा रखे जा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करे जा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसी निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभागों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रकाशित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजन किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उक्त नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा ।

8. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक समुचित हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी की उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्दिष्टों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत शारीरिक के भीतर प्रीमियम का सन्दाय करने में असमर्थ रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नामनिर्दिष्टियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के द्वारदार नामनिर्दिष्टी/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/352/82/पी. एफ. 2/एमएस-2]

S.O. 3152.—Whereas Messrs Walchandnagar Industries Limited, (Plastic Plant) Post Office-Walchandnagar, Distt. Pune (MH/9127) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 318 dated the 26-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 8-1-1986 upto and inclusive of the 7-1-1989.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/352/82-PF. II.[SS. II]]

का.आ. 3153 :—मैसर्स बालचन्द्र नगर इन्डस्ट्रीज लिमिटेड, (सुगर फैक्ट्री) बालचन्द्र नगर, जिला पुणे (एम. एच./944) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निवेश सहवृद्ध बीमा स्कीम, 1976) जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूते हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अम मंत्रालय की अधिवृत्ता संख्या का. आ. 319 तारीख 26-11-82 के अनुमरण में और इसके उपाय अनुपूर्वी में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन की, 8-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 7-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उप-उपबन्धों के प्रवर्तन में छूट देनी है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगी और ऐसे लेखा रखेगी तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगी जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खंड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अक्षरण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत निरोधक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब तक कि उनमें संशोधन किया जाए, तब उप संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूते हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्दाय होनी अब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां जहां संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्तिपूर्ण अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उप सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि कति कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को बरतते हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्ति-क्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिवत वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों विधिवत वारिसों को उस राशि का सन्दाय उत्प्रेक्षा से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/353/82/पी.एफ. 2/एम. एस.-2]

S.O. 3153.—Whereas Messrs Walchandnagar Industries Limited, (Sugar Factory) Post Office, Walchandnagar Distt. Puna (MH/944) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 319 dated the 26-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 8-1-1986 upto and inclusive of the 7-1-1989.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the Policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/353/82-PF.II/SS. II]

का.आ. 3154 :—नैसर्ग जिला को-ऑपरेटिव लैन्ड डेवलपमेंट बैंक, गुना, मध्य प्रदेश (एम. पी./2018) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपवन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है :

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के पारमचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना हैं, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक भुक्त हैं जो उन्हें कर्मचारियों निक्षेप महबूद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के भ्रम मंत्रालय की अधिवृत्ता संख्या का.आ. 4664 तारीख 23-11-83 के अनुसरण में और इसके उपावह अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 24-12-1986 से तान वर्ष का प्रथम के लिए जिसमें 23-12-1989 में सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त स्थापन के सम्बन्ध में निर्वाह प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. निरीक्षक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की पूर्ण प्रति, और जब भी उनमें संशोधन किया जाए, सब उस संशोधन की प्रति, तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुभूत हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्धेय राशि उस स्कीम से कम है जो कर्मचारी को उस दशा में सन्धेय होती जब वह उस स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों स्कीमों के अन्तर के बराबर राशि या सन्धेय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि अध्यायक मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि अध्यायक, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पढ़ने अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्धेय करने में असफल रहता है, और पालिसी का व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्धेय में किए गए किसी व्यतिक्रम की दशा में, उन पुर तदर्थों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्धेय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिक वारिसों को उस राशि का सन्धेय तत्परता से और प्रत्येक वषा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(255)/83-पी.एफ.-2/एस.एस-2]

ए. के. भट्टारай, धवर सचिव

S.O. 3154.—Whereas Messrs District Co-operative Land Development Bank, Guna, M. P. (MP/2018) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in Continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4664 dated the 25-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 24-12-1986 upto and inclusive of the 23-12-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance benefits to the nominees or the legal heirs of deceased lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/255/83. PF. II-SS. II]

A. K. BHATTARAI, Under Secy.

गई दिल्ली, 29 अगस्त, 1986

का.घा.3153.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, इंडिया गवर्नमेंट मिड, हैदराबाद के प्रबन्धतंत्र से सम्बन्धित नियोजकों और उनके कर्मचारों



के बीच, अन्तर्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-86 को प्राप्त हुआ था।

New Delhi, the 29th August, 1986

S.O. 3155.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of India Government Mint Hyderabad and their workmen, which was received by the Central Government on the 14th August, 1986.

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Present :

Sri J. Venugopala Rao, Industrial Tribunal,  
Industrial Dispute No. 24 of 1985

BETWEEN :

The Workmen of Government Mint, Hyderabad.

AND

The Management of Government Mint, Hyderabad.

APPEARANCES :

- (1) Sarvasri G. Bikshapathy, G. Vidya Sagar and G. C. Venkata Swamy, Advocates for the Workmen.
- (2) Sri M. Pandu Ranga Rao, Standing Counsel for Central Government for the Management.

#### AWARD

1. The Government of India, Ministry of Labour and by its Order No. L-16012(5)]84-D. II(B) dated 20-4-1985 referred the following dispute under Section 10(1)(d) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 between the workmen and the management of Government Mint, Hyderabad for adjudication to this Tribunal :

"Whether the management of Government of India Mint, Hyderabad is justified in not considering S/Shri Jai Ram, I. Yellaiah, T. Yadaiah, P. Narasing Rao, P. Dhanraj, G. Ramesh, Ex. Casual Labourers for appointment to the regular Mazdoor Posts along with Employment Exchange sponsored candidates ? If not to what relief the workman is entitled ?"

This reference was registered as Industrial Dispute No. 24 of 1985 and notices were issued to the parties.

2. This is a claim petition filed by the workmen of India Government Mint, Hyderabad, to hold that the action of the Respondent (i.e. Management India Government Mint) is not considering the petitioners for appointment to regular Mazdoor posts is illegal, arbitrary and consequently to pass an award directing the respondent to appoint petitioners to the posts of Mazdoors in the scale of Rs. 196—232, from 16-6-1984 or any subsequent date with consequential benefits backwages and other attendant benefits.

3. It is mentioned that they are registered members of the Employment Exchange having seniority of about 10 years in the Employment Exchange. It is also their case that they were sponsored by the Employment Exchange on the request made by the Government of India Mint, and that they were appointed after necessary serving tests by the Respondent herein as Casual Labour in their establishment. It is mentioned that 30 persons were sent by the Employment Exchange and after screening and conducting necessary interviews, 4 petitioners were appointed namely 1) P. Dhanaraj (2) T. Yadaiah, (3) P. Narasing Rao and (4) I. Yallaiah. As regards the remaining two petitioners Jayaram and G. Ramesh they were selected under the sports quota. As per the instructions of the Government of India, the said two persons were appointed as temporary Casual Labourers because of their sports abilities at the Regional and National level.

4. P. Dhanaraj, T. Yadaiah and P. Narasing Rao, were appointed by an order dated 20th March, 1984 for a period of 30 days initially, while I. Yallaiah, was appointed on 26-3-1984 and Jayaram and G. Ramesh were appointed on 4-4-84. All the appointments are made for 30 days initially. It is submitted that the post for which they were appointed are permanent and regular posts even though they are appointed on Casual Basis on daily rate Rs. 8/-.

After the expiry of 30 days the services, the Petitioners were extended by another 29 days and further extended for some more time. Finally their services were terminated with effect from 16-6-1984 by daily Order No. 19, dated 15-6-1984.

The said termination order is illegal, arbitrary and violative of the standing orders of India Government Mint, Hyderabad. The petitioners submit that the Respondent Mint has been appointing the Casual Labour in the regular posts for initial period on daily rate basis and subsequently they are being absorbed in the regular scales of pay. There are number of instances where in such procedure was adopted by Mint. But for the reasons best known to the respondent, the Petitioners were singled out of the said procedure and they were terminated unceremoniously.

The definition of temporary workmen means one who is holding temporary post on monthly rate of pay. He will be on trial for a period of 3 months. Thereafter his services are liable to be made permanent. Admittedly, the petitioners are appointed to the temporary post of casual labour under the respondent mint and they are covered by the definition of Section 2(c) of the Standing Orders. When they complete 90 days of service, they are entitled for permanency in the Respondent Mint. In order to avoid their permanency in the regular cadre and denying the permanent status to the petitioners, the respondent has chosen to terminate the services of the petitioners on 89th day in respect of 3 persons, 85th day in respect of one petitioner and 74th day in respect of the sportsmen. It is not the case of the Mint that their services became surplus. The order of termination simply reveals that they are removed from muster rolls. The same work which is the permanent in nature is now being done by the newly recruited mazdoors on regular scales of pay. This is highly arbitrary and opposed to the very spirit of the standing orders. The examples are cited in para-5 of the claim statement.

The petitioners were duly qualified to hold the post of Mazdoors and having been selected in the interviews, and they are entitled for the regular posts of mazdoors. Even when the conciliation proceedings are pending the management had resorted to the recruiting the fresh candidates ignoring the claims of the petitioners. Even now there are a number of vacancies. Further about 10 to 15 persons retired in the respondent mint after the date of termination. Even then these peoples were not considered for those vacancies.

As the management failed to give regular appointments and terminated them arbitrarily, after the failure of the conciliation meeting this dispute was referred to the Tribunal. Hence justice should be done by passing an Award directing the respondent to appoint the petitioners to the posts of mazdoors in the scale of 196—232 from 16-6-1984, with all backwages and attendant reliefs.

The management filed a counter stating that there is no jurisdiction to the Central Government to refer the matter to this Tribunal as the respondent is not an industry. Their appointments have indicated in the requesting as purely casual and they cannot have any right for regular or permanent employment. Moreover their appointments are purely on casual basis and they have no right or claim for mazdoor posts at a later date. The candidates accepted the conditions in writing and as and when the work is over their services were terminated. The allegation of P. Dhanaraj, that he was intimated on 30-4-1985 that he is likely to be considered for the post of Mazdoor, cannot be treated as an appointment. This dispute cannot be brought under section 2(A) of the Industrial Disputes Act. As the dispute is not about the discharge, termination or retrenchment and as this dispute is clearly for regular appointments, the reference is bad and illegal. All these 6 persons were informed

that their appointments were purely on casual basis and that they cannot have any right for appointment of mazdoors at a later date. It is true all the petitioners were terminated on 16-6-1984.

The case of casual labourers who were absorbed earlier on regular basis as mazdoors is different. At that time the respondent made a specific request to the concerned employment exchange to send the candidates for casual labourers posts who can be absorbed as Mazdoors on regular basis at a later date. Thereafter those candidates who were taken on casual basis were subsequently absorbed as regular mazdoors. But in the instant case these petitioners were only called specifically for casual labourers and not for any regular employment. The respondent already requested the employment exchange to send the names for regular employment for the posts of Mazdoors. So the petitioners cannot ask the respondent to appoint them as a matter of right. These petitioners were appointed as casual labourers for certain urgent civil works and their services were terminated as soon as the work was over. The petitioners have no right for the posts of Mazdoors which is entirely different from the posts of casual labour. The claim petition is liable to be dismissed.

Subsequently the Management filed additional counter affidavit stating that the dispute raised by the workmen is about appointment in Government of India mint and not about the termination and it is pointed out that it has come up in evidence that this matter has not been sponsored by any Union. It is maintained that the dispute is an individual dispute but not an industrial dispute. Thus it cannot be brought under the purview of the Industrial Disputes Act. According to them the dispute clearly is for regular appointment and therefore the reference is made to this Tribunal is illegal and incompetent. So the management wanted this additional plea be raised in the interest of justice.

In the respondent affidavit filed for the workmen it is mentioned that the management is only trying to drag the proceedings by filing all these averments. It is contended that the services of the workmen were illegally terminated and consequently they are entitled for reinstatement. The Management also cannot ignore the workmen while making appointments as mazdoors. The dispute has been espoused by the workmen as a group and need not be sponsored by the Union. The Management cannot seek peaceable untenable submissions. Therefore the application may be dismissed with costs.

On behalf of the workmen four witnesses were examined as W.W. 1 to W.W. 4 and marked Exs. W1 to W83 while the management examined only one witness as M.W.1 and marked Exs. M1 to M43.

W.W1 is one T. Yadaiah. He deposed that he is concerned casual labourer involved in this dispute with the management. According to him Ramesh and Jairam were appointed under Sports quota and they were not sponsored through Employment Exchange. In respect of four of them the Government of India Mint called for list of person from Employment Exchange for appointment for the posts of casual labourers. About 20 persons were called for interview. After conducting interview four of these people were selected. After selection these four were given appointment orders. During the employment they worked in various departments such as Melting Department, Blacksmith, Electric etc. and they were paid Rs. 8.00 per day. It is his case that the work in which they were doing their employment was permanent one and perennial in nature. He deposed that they were given appointment for 30 days and they were extending from time to time and ultimately when they completed 89 days of service their services were terminated. According to him their services were terminated to avoid making them permanent under the I.D. Act but not due to lack of work. The witness further mentioned that they recruited workers from 11th June, 1984 to 18th June, 1984 and selected candidates while these persons were in service, whereas these workers were terminated on 16-6-1984. He mentioned that the persons who were appointed while they were in employment are given the scale of Rs. 196—232.

According to W.W.1 even after the termination the Mint authorities recruited as many as 50 persons as general mazdoors without considering them for reemployment or continuation. He pointed out that they represented while they were in service to be regularised their services and they satisfied all the requirements and educational qualifications for appointment of general mazdoor at the time of recruitment. He marked Ex. W1 as the appointment order dt. 19-3-1984 and Exs. W2, W3 and W4 are various Dairy Orders dated 13-4-84, 18-5-1984 and 15-6-1984 respectively. He also filed Ex. W5 as representation given by them to the General Manager Mint and others Ex. W6 is the representation given to the General Manager, I.G. Mint. Ex. W7 is the notice from the Assistant Commissioner of Labour (Central) dt. 23-6-1984. Ex. W8 is the notice from the same Assistant Commissioner of Labour on 18-7-1984 and Ex. W9 is a similar notice from the same dated 18-9-1984. The comments of the General Manager, I.G. Mint in this connection dated 13-8-1984 are marked as Ex. W10 and Ex. W11 is the conciliation application dated 25-9-1984 from the authorised representative of the workmen. Ex. W12 is the comments of I.G. Mint of Item No. 11 and Ex. W13 is the minutes of the conciliation proceedings dt. 15-10-1984. Ex. W14 is the failure report dt. 27-10-1984. The witness marked similar documents pertaining to I. Yellaiah as Ex. W15 to W24 and with reference to P. Narsing Rao is Ex. W25 to W35 and with reference to Dhanraj similar document as Ex. W36 to W49 pertaining to him. He mentioned that Dhanraj was terminated along with them, though subsequently selected in an interview but the appointment order was not given to him on the ground that he was a party to the dispute, and the management wanted him to withdraw his case for giving him appointment. He mentioned that they were all unemployed after the termination. So he prayed for reinstatement by cancelling all termination orders and to reinstate them in the scale 196—232 with consequential back wages and attendant benefit from the date of termination. He mentioned the dispute is raised by him individually and not by the union and that he did not mention that his termination is bad. But he said that he should be considered for regular appointment. He conceded that under Ex. M1 dt. 15-3-1984 the management mentioned that it is a temporary post of casual labour and he accepted the same under Ex. M2. According to him previously that there were occasion that casual labour were taken temporary for one or three months but they were regularised in the permanent vacancy. According to him he was not aware that the Government of India Mint authorities were clearly indicated while calling for the candidates that so and so posts are casual posts for a fixed period or the post are permanent to be filled through Employment Exchange. He admitted that they were asked to take the employment card after their termination and they refused to receive them. He also denied the suggestion that the Mint authorities wanted to give employment card to them but they refused. He conceded that though Dhanraj was terminated like him his name was sponsored by the employment exchange as he was still within the age whereas he was age barred for the second time and the employment exchange people did not sponsor him.

W.W.2 is one A. Jairam. According to him he is a National layer representing the State of Andhra Pradesh in Kabaddi and he was appointed under Sports Quota and his certificates were verified with reference to his talents in sports and he was terminated on 16-6-1984 along with the other workers. He filed the document concerning the same under Ex. W50 to W64 to show his qualification and service particulars. According to him G. Ramesh is also a casual worker but he is also a National player representing the State and his services were terminated on 16-6-1984. He marked the documents of Ramesh as Exs. W65 to W77. He wanted that he and Ramesh and other persons who were terminated must be reinstated in the scale of Rs. 196—232 with consequential back wages and attendant benefits from the date of termination. He conceded that he was appointed as Casual labourer temporarily under Ex. M3 and that he accepted the same under Ex. M4. He could not say whether W.W.4 is the Union leader or not. According to him they authorised

one John Devapriyan to represent them but he did not file such authorisation copies given to John Devapriyan before the Conciliation Officer.

W.W3 is one P. Dhanraj whose services were terminated from 16-6-1984. He deposed that his name was sponsored by the Employment Exchange for the post of general mazdoor by the India Government Mint out of 20 persons six persons were selected including him. According to him after he received the letter dated 19-6-1985 under Ex. W49 he reported to the Management and the Management wanted him to withdraw the dispute pending before this Tribunal for giving him appointment. It is his case that persons who were recruited along with him have already joined in service and they are becoming seniors to him. He wanted that he should be reinstated into service from 16-6-1984 duly granting the scale of Rs. 192-232 with consequential benefit and back wages. He agreed under Ex. M5 he was offered a temporary post without any right of regular appointment and that he accepted the same under Ex. M6. According to him in the previous instance they were giving such opportunity to those who were appointed regularly later.

W.W4 is John Devapriyan who is working as Assistant Maistry in Dye Section of I.G. Mint. He deposed that he represented the workmen concerned in the dispute before the Conciliation Officer. India Mint comes under the definition of industry. According to him they are having Standing Orders certified under the Industrial Employment (Standing Orders) Act. According to him as per the Standing Orders if one completes 90 days continuous service he should be made permanent. In all these retrenchments were not permitted to complete 90 days to avoid their permanency and not due to lack of work. It is his case that some recruitment were going on and interviews were held while these people were being terminated. He asserted after these six people were terminated about 50 general mazdoors were appointed by recruitment. He also pointed out that some of the employees retired while other died in harness while conciliation proceedings were going on and this fact was also brought to the notice of the management. He produced Ex. W78 to show that the temporary casual labour were terminated on 2-1-1984 and that on the very same day Ex. W79 was issued appointing him in regular scale. Ex. W80 is the similar order issued by the Mint. On 4-1-1984 similar orders of termination and appointment orders were issued. From Ex. W81 and W82 he was sure that recruitment were going on for general mazdoors and they tried to terminate those mazdoors who have put in 90 days service and therefore the termination of workers is mala fide apart from being not bona fide. According to him he is not an office bearer of the Union under Section 36(c) of the I.D. Act and workman can represent only workmen employed in an industry in an authorised manner as a representative and that the workers in these proceedings filed Form F under Rule 36 that he should represent them before the Conciliation Officer and the said authorisation given by the individuals are with the Conciliation Officer. According to him he was representing each workman as contemplated under Section 36(c) of I.D. Act. He mentioned that all these are individual disputes and the Union has nothing to do with them. According to him the Government of India Mint has got ruling, cutting, annulling, general workshop, engraving section goldsmith section coining section, Dye section and Bullion section. In all these departments they have got Heat treatment. In all these sections they require any heat treatment they come to heat section. He mentioned that he relied upon paper information published in Newstime dated July 17th 1985 marked as Ex. W83 to show that the coins are minted outside India. According to him the Government of India Mint is declared as an industry and also a Public Utility Service and is added the Industries at S. No. 11 and 12 of First Schedule and expressed that he did not know that the High Court of Andhra Pradesh held that the Government of India Mint is declared as sovereign function.

On behalf of the Management M.W1 is one S. Dharma Raj Ayyar, Administrative Officer deposed. According to him it was originally established by the ex-Nizam of Hyderabad and the same was taken over by the India Government in 1951. He mentioned that the main function of India Government Mint is to mint coins for the Government of India and to

circulate them through the Reserve Bank of India and they are all sovereign functions. According to him in the reference the workmen have not questioned the termination of services as casual labour. It is his case that this six candidates who formed part of the dispute have filed individual petitions before the Assistant Commissioner of Labour (Central) and marked them as Exs. M7, M8, M9, M10, M11 and M12. It is his case that the Government of India Mint has got one recognised Union and other is unrecognised Union and none of these two unions have taken upon all these six persons. He maintained therefore that these are individual disputes. According to him the provisions of the I.D. Act are not applicable to them. According to him these labourers are purely appointed as temporary and casual basis and they can not have claim for appointment in the Mint. He conceded that four of these persons namely R. Adiah, I. Yellaiah, Dhan Raj and P. Narasing Rao was sponsored by the Employment Exchange and the remaining two persons i.e. A. Jairam and Ramesh were appointed directly under the Sportsmen quota. He marked the intimation sent to the candidates who were appointed temporarily as Ex. M14 to M19 and the acceptance sent by the workmen in this connection are marked as Ex. M20 to M25. According to him after receiving these acceptance letters the Management issued an order of appointment to these persons which are marked as Ex. M26 to M28 and finally all these six workmen who are as casual labour for a specific period initially and who were subsequently extended were terminated as per Ex M29 dt. 15-6-1984 as the work is over. It is his case that they completed only less than 90 days on the date of termination. According to him the case of these six workmen is different from the earlier cases. Earlier they used to send requisitions to the Employment Exchange, Hyderabad for sponsoring the candidates with a specific mention that they propose to absorb these casual labourers ultimately in the establishment in the event of any further vacancies that may arise in future. He marked Ex. M30 and M31 to show that letters were addressed to that effect to the Employment Exchange but in the case of six persons there is no such mention to that effect. Further he mentioned that they were appointed in casual vacancies in specified period and extended from time to time. According to him Dhan Raj one of the workmen was sponsored by the Employment Exchange and his name is considered for post of mazdoor and the remaining five persons were not sponsored by the Employment Exchange. He marked unserved notices sent by him to take back their documents under Ex. M32 to M37. P. Dhan Raj refused to receive the same while others returned stating that they were not found there. He conceded that like Dhan Raj if the remaining five workmen were sponsored by the Employment Exchange their cases would have been considered for the mazdoors post. According to him the nature of work discharged by casual labour and mazdoors are different. He conceded that a casual labour is eligible to be appointed as mazdoor but to be a mazdoor his name should be specified by the Employment Exchange and the standard applied are different. So he deposed that the demand of the workers for absorption as permanent mazdoor is not justified. He mentioned that these six workers who were involved in the dispute are collectively dead with at the conciliation stage and that they were terminated on the same date also and that the relief claimed by them is also same. It is also conceded that the four of them were sponsored by the Employment Exchange for the posts of casual labourers and that there are no qualifications prescribed for a casual labour except physical fitness and age. He also conceded that after 15-6-1984 when the expansion scheme came more than 100 regular mazdoors were appointed and there is none appointed to his knowledge from Sports quota after 15-6-1984. He conceded that all these six persons involved in the dispute having requisite qualifications to be recruited as regular mazdoor at that time.

The admitted facts are these six petitioners who are involved in this reference were sponsored by the Employment Exchange and the Government of India Mint made a request for sending the candidates for the post of temporary labour in the establishment. It is admitted that P. Dhanraj, P. Narasing Rao, I. Yellaiah and T. Yadalah were sponsored by the Employment Exchange for the post of casual labour while G. Ramesh and A. Jayaram were appointed as

they were sportsmen though they were not sponsored by the Employment Exchange for the temporary post. Now of course it is not in dispute that 30 persons were admitted for selection before the Board and these six were selected out of them. The appointment orders would show that these workers working as temporary casual labour for 89 days and on different works carried on in it on daily wages and that the service of the above casual labourers were terminated on completion of a specified period for which he was appointed as per the terms and conditions of appointment and therefore it is the case of the Management that it would not fall within the meaning of I.D. Act. It is also the case of the Management that name of the workmen was not sponsored by the Employment Exchange for permanent appointment. It was not possible for them to reconsider their cases as there was divergent views the matter was sent to the Government for making a reference. At the outset there is a legal point which is raised by Sri Panduranga Rao that as per the evidence of M.W1 that all the employees of the India Government Mint are the Government employees therefore the provisions of the I.D. Act will not apply are excluded. In this contest he relied upon Ex. M13 and mentioned that they require 10 casual labour to be appointed on daily wages and they paid for the period to which the additional work load existed and it will not exceed for one month and these appointments are purely in casual in nature and they are paid on daily rate wages on casual basis. So on the basis of Ex. M13 it is the case of the Management that these workmen T. Yadaiah, I. Yelaiah, Dhanraj and P. Narasing Rao were taken into service as temporary casual workmen and G. Ramesh and Jayaram were appointed directly under Sportsmen quota and intimations marked under Ex. M14 to M16 and M17 to M19 are also similar intimations sent to other workers to G. Ramesh. In response to intimations six workmen sent acceptance letters which are marked as Ex. M20 to M25. Therefore basing upon their acceptance these six persons were individually appointed as per Exs. M26 to M28 as casual labour for a specified period and then their services were terminated as per Exs. M29 on 15-6-1984. In the previous cases they were mentioning to the Employment Exchange, Hyderabad for sponsoring the candidates with a specific mention that they propose to absorb casual labourer ultimately in the establishment in the event of any further vacancies that may arise in future and therefore the Employment Exchange was requested to sponsor the candidates who were willing to accept the above terms and conditions. For that the Management relied upon Ex. M30 and M31 Ex. M30 and M31 filed by the Management to show that there was no such mention fixing the period of appointment for termination in the earlier incidence when they called for casual labour (mazdoors). Incidentally P. Dhan Raj who was one of the six mazdoors was sponsored by the Employment Exchange for permanent vacancy for regular post of mazdoor and it could not be considered in view of the pending of the industrial dispute. The orders passed in M.P. No 153/85 dt. 15-7-1985 as well as the orders passed in MP No. 183/85 dt. 15-7-1985 would show that the Management which was making some recruitment pending the main industrial dispute were directed to keep these six posts vacant till the industrial dispute is disposed off either way. So P. Dhanraj who was interviewed and who was sponsored by the Employment Exchange for permanent post can be straight away absorbed in the permanent vacancy of mazdoors in the light of the order passed therein as he satisfied the requisite qualifications irrespective of the orders in this industrial dispute.

Now with reference to five persons only it must be seen whether the Management is justified in not appointing them in regular mazdoors post along with the employment exchange sponsored candidates.

Interestingly the Management contended that the minting of coins is a sovereign function and nobody else can do minting of coins and currency and therefore it is not covered by the Industrial Disputes Act. But it is admitted that under the First Schedule under Section 2 (n) (vi) mention the industry which may be declared as Public Utility Service and Items 11 and 12 referred to India Government Mint and India Security Press. So it is meaningless to contend that the Industrial Disputes Act will not apply to employees of India Government Mint as well as India Security Press. As it is declared as Public Utility Service. The same witness for the Management admitted that there is shortage of coins and

the Government of India is importing coins to meet the demands in the market and that the same is done as per Parliament sanction.

Though the Management disputes raised that these individual workers by each candidate as per Ex. M12 and that the same is not supported by the Union these individual application cannot be treated as Industrial Dispute within the meaning of Section 2 (a) the same M.W1 admitted before the Tribunal that all these six workmen involved in this dispute are collectively dealt with at the conciliation stage and the decision reported in Supreme Court i.e. Workmen Vs Dharpal Premchand (1965 (1) LLJ page 668) would show that if there is no union of workmen in any establishment a group of employees can raise the dispute and the dispute then becomes an industrial dispute though it may relate to dismissal of an individual employee. In that case 18 workers were dismissed by an order passed on the same day and no Union of their own has taken up their case. The Supreme Court observed if 18 workmen out of 45 workmen were dismissed by an order passed on the same day it would be unreasonable to hold that they themselves do not form a group of workmen which would be justified in supporting the causes of one and another. Thus from the citation of the Supreme Court it is clear that the matter can be espoused by a group of employees who are not members of any Union and becomes an industrial dispute. The learned counsel for the Management relied upon the judgment of Workman of Sagar Talkies v. Odeon Cinema, Madras & Others (1957 (1) LLJ, page 639) contended that the essential condition for a person being a workman within the terms of Section 2 (s) of the I.D. Act that he should be in employment of his employer and there should be a relationship of employer and employee as between master and servant. But mere contract to employee, by itself, could not bring about the relationship of employer and employee or in that case it was held that a reference under Section 10(1) of the I.D. Act regarding non-employment of persons who were promised employment as an I.D. is held to be without jurisdiction. It had no application to the present facts. First of all this is a case when these people were appointed for a specified period even according to the Management and they worked almost 89 days of 90 days and there is a relationship of employer and employee at one time so as come under the definition workman and Management specified in the same judgment. So it cannot be said that section had no application on the reference is without jurisdiction. The learned counsel for the Management relied upon the decision reported in State of Punjab v. Gondhara Transport (1975) (LIC, Page 338). While considering the scope of section 10 and 2(k) it was observed that out of 60 workers employed in the company only 18 workmen sponsored the cause of the dismissed and retrenched workmen and these 18 included 13 dismissed workers of the company and therefore it is held that the espousing the cause of the workmen was only by five workmen who were at the relevant time actually in employment of the Company and thus there was no appreciable or substantial body of workmen so as to constitute the dispute as I. D. First of all the judgement of the S.C. reported in 1965(1) page 668 is a judgement of four Judges wherein it was laid down that if there is no union of in any establishment a group of employees can raise the dispute and dispute then becomes an industrial dispute and they themselves form to one and another as a group of workmen when they were dismissed on the same date. So evidently this judgement is not shown to their Lordships and the facts relied upon in 1975(B) LIC 358 are not applicable to the present facts. On one hand you are calling for permanent vacancies and it is admitted even as per the Management under Exs. M-31 and M-32 they were always inviting applications and they were telling in the earlier requisitions for sponsoring the candidates that they are going to absorb as casual labourer ultimately in the establishment in the event of any further vacancies arising in future. If so when these candidates are sponsored by the Employment Exchange whether it is temporary vacancy or a permanent vacancy or a casual vacancy and when they are selected out of 30 candidates sent and admittedly when there are vacancies and there is recruitment going on it is astonishing to say that these people are only appointed purely as casual daily wages labour for a fixed period by virtue of the orders under Exs. M-14 to M-16 and M-22 to M-25 and M-26 to M-28 showing their willingness and appointment is nothing but an unfair labour

practice. Out of 90 days to get themselves regularised they have worked for 89 days and they were terminated abruptly with a specified purpose to show that they were casual labour. It is not because that they have no work and also not because that they did not require their services. The casual labour were terminated on 2-1-1984 and on the same day again as per Exs. W-78, 79 and 81 and 82 those candidates who were routed through Employment Exchange were interviewed and appointed. So the ground on which these people were not interviewed is a lame excuse that they were not sponsored by the Employment Exchange for permanent post. It is strange the working force establishment the labour who are serving the Management should be treated in such a care free manner employing clear unfair labour practice. It is nothing but unfair labour practice after recruiting candidates out of number of them called for interview through Employment Exchange today that these were temporary and that there is no need to absorb casual labour ultimately in the establishment on prior occasions having recruited them temporarily having absorbed them as was admitted and as also indicated under Ex. M-30 and M-31, it is strange why these people alone should be discriminated and terminated one day before the completion of 90 days and fresh employment recruited candidates sponsored through Employment Exchange on the same date be appointed? It is not the case of the management that these five or six people as the case may be were unserviceable and not qualified or they misconducted themselves in their services during these 89 days it is not even the case of the management that there is no work and therefore their services were terminated. When these six people were appointed they were not age barred also. On the one hand they were recruiting calling for employment through the Employment Exchange for permanent post and on the very same day when these people were terminated they recruited fresh candidates from the Employment Exchange and when this is questioned in conciliation proceedings it is said that these people are not routed through the Employment Exchange for fresh recruitment. When the Employment Exchange cards are surrendered to the Management once they were sponsored and appointed at the time of recruitment out of 30 people to say that they were not sponsored by the Employment Exchange once again and therefore they are not considered for regular appointment is only a way out to get rid of them and this is only an unfair labour practice. The very admission of M.W.1 that there is work and also for minting of coins they are importing coins and as per the orders in M.P. No. 153 of 1985 and M.P. No. 183/85 would show that after they were recruited some more were recruited and this Tribunal had occasion to direct the management to keep these six posts vacant till the industrial dispute is disposed off.

Ex. W80 would show that Gyaneshwar who was casual labourer was terminated on 10-1-1984 and he is again re-appointed on 10-1-1984 in the regular appointment without routing his application through the Employment Exchange. It is mentioned to that effect in the claims statement also that the same was not denied in the counter filed by the Management. This itself would show that all is not well in recruitment procedure adopted by the Management and there is apparent violation of Section 25H and Rule 78 of the I.D. (Central Rules) and these workers who are terminated come under the definition of Section 2(k) of the I.D. Act. Moreover this is a fit case where the workman though individually dismissed by an order passed on the same day they themselves formed a group of workmen to sponsor their case so as to raise a dispute within the meaning of I.D. Act as contemplated in 1965 (I) L.J. page 668 and there is a community of interest in the said purpose. Now the retrenchment definition as shown under Section 2(qq) of the I.D. Act means termination by the employer of the service of workmen for any reasons whatsoever otherwise than a punishment inflicted by way of disciplinary action etc. and Section 2(oo) (bb) which came into force on 18-8-1984 by an amendment Act 1949 of 84 would show that termination of service of the workmen as a result of non-renewal of contract employment between the employer and workmen concerned on its expiry or of such contract company terminated under stipulation that behalf contained therein is excluded. In fact this reference relates to an issue of 16-6-1984. Therefore it has no retrospective application it can only cover cases subsequent to the amendment

and not these cases. There are two types of retrenchment i.e. with reference to one who completed 240 days and another of the workers who did not complete 240 days. In the case of who do not complete 240 days if there is retrenchment he should get notice and notice pay plus compensation as contemplated under Section 25F before his service is terminated if there is no work. Section 25F of the I.D. Act is a protection to the retrenched employees of both types. It reads "where any workman are retrenched and the employer proposed to take into his employment any persons, he shall in such manner as may be prescribed, give an opportunity to the retrenched workman who are citizen of India to offer themselves for re-employment and such retrenched workman thereafter themselves for re-employment shall have preference over other persons. So it is mandatory duty cast upon the employer of inform the concerned workman while giving notice of fresh recruitment or when he proposes to get fresh candidates employed. Even Rule 78 of the Central Rules mentioned about the reemployment of retrenched workman at least ten days notice is required for recruiting fresh candidates by giving a notice. It is not done so. Obviously Section 25H of the I.D. Act read with 78 Central Rules are violated and the question of these people being sponsored by the Employment Exchange for the second time is nothing but an unfair labour practice adopted by the management in clear violation of Section 25H and 78 of the Industrial Disputes Central Rules.

Thus on a careful consideration of the entire matter I hold that the Management of Government of India Mint, Hyderabad is not justified in not considering Sarvasri Jai Ram, I. Yellaiah, T. Yadaiah, P. Narsing Rao, P. Dhanraj, Ex-Casual Labourers for appointment to the regular Mazdoor posts along with other Employment Exchange sponsored candidates. All these scales are entitled for reinstatement and also with full back wages and other attendant benefits

Award is passed accordingly.

Dictated to the Stenographer transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 18th day of July, 1986.

INDUSTRIAL TRIBUNAL

#### Appendix of Evidence

##### Witnesses Examined for the Workmen :

W.W.1 T. Yadaiah  
W.W.2 A. Jairam  
W.W.3 P. Dhanraj  
W.W.4 John Devapriyan

##### Witnesses Examined for the Management

M. W. 1 S. Dharma Raj Ayyar,

##### Documents marked for the workmen

- Ex. W1 Diary Order No. 160 dt. 19-3-84 issued P. Dhan Raj and 3 others by the India Government Mint, Hyderabad (AP).
- Ex. W2 Diary Order No. 8 dt. 13-4-84 issued to P. Dhan Raj and 6 others by the India Government Mint, Hyderabad (AP).
- Ex. W3 Diary Order No. 16 dt. 18-5-84 issued to P. Dhanraj and 6 others by the India Government Mint, Hyderabad (AP).
- Ex. W4 Diary Order No. 19 dt. 15-6-84 issued to P. Dhan Raj and 6 others by the India Government Mint, Hyderabad (AP).
- Ex. W5 Representation made by T. Yadaiah casual labour to the General Manager, Indian Government Mint, Hyderabad with regard to regularisation of services.
- Ex. W6 Representation made by T. Yadaiah to the General Manager, Indian Government Mint, Hyderabad for appointment as Mazdoor as against the fresh candidates.



- Ex. W7—Letter No. 8/24/84-E2 dt. 23-6-84 addressed by Assistant Labour Commissioner (C), Hyderabad to T. Yadaiah with regard to the Dispute between the workmen and the Management of I.G. Mint, Hyderabad and the illegal termination of services of workmen.
- Ex. W8—Letter No. 8/24/84-E2 dt. 17-7-84 addressed by Assistant Labour Commissioner (C) Hyderabad to T. Yadaiah with regard to illegal termination of his service.
- Ex. W9—Letter No. 8/24/84-E2 dt. 18-9-84 addressed by Assistant Labour Commissioner (C), Hyderabad to T. Yadaiah with regard to illegal termination of his services.
- Ex. W10—Photostat copy of the Letter No. I-240B/84/PA/2619, dt. 10/13-8-84 addressed by India Government Mint to the Assistant Labour Commissioner (C) Hyderabad with regard to illegal termination of services of A. Jayaram, G. Ramesh, T. Yadaiah, P. Dhanraj, I. Yellaiah and P. Narsingh Rao ex-Casual Labourers.
- Ex. W11—Letter dt. 11/25-9-84 addressed by John Devaprian, authorised representative of the workmen to the Assistant Labour Commissioner (C) Ministry of Labour, Government of India, Hyderabad with regard to illegal termination of services of T. Yadaiah and T. Narsimha ex-Casual Labourers.
- Ex. W12—Comments of the General Manager on the representation of the authorised representative John Devaprian on behalf T. Yadaiah.
- Ex. W13—Photostat copy of the Minutes of the Conciliation Proceedings held in the Office of the Regional Labour Commissioner (C), Hyderabad on 15-10-84 in the Industrial Dispute between the Management of India Government Mint, Hyderabad and their workman T. Yadaiah regarding alleged illegal termination of services.
- Ex. W14—Failure of conciliation report under Section 12(4) of the I. D. Act dated 27-10-84 between the Management of India Government Mint, Hyderabad and their workman T. Yadaiah, ex-Casual Labourer.
- Ex. W15—Letter No. I-240/83/11/70291 B dated 15-3-84 addressed by General Manager, India Government Mint, Hyderabad to I. Yellaiah with regard to appointment to a temporary post of Casual Labourer on the unclassified Industrial Establishment of the India Government, Mint, Hyderabad (P).
- Ex. W16—Diary Order No. 161, dated 23-3-84 issued to I. Yellaiah by the General Manager, India Government Mint, Hyderabad.
- Ex. W17—Diary Order No. 8 dated 18-4-84 issued to P. Dhan Raj and 6 others by the General Manager, India Government Mint, Hyderabad.
- Ex. W18—Diary Order No. 16 dated 18-5-84 issued to P. Dhan Raj and 6 others by the General Manager, India Government Mint, Hyderabad.
- Ex. W19—Letter No. 8/23/84-B-2, dated 17-7-84 addressed by Asstt. Labour Commissioner (C), Hyderabad to I. Yellaiah with regard to illegal termination of his services.
- Ex. W20—Letter No. 8/23/84-E-2, dated 18-9-1984, addressed by Asstt. Labour Commissioner (C), Hyderabad to I. Yellaiah with regard to illegal termination of his services.
- Ex. W21—Photostat copy of the letter No. I-240-B/84/PA/2619 dated 10/13-8-84 addressed by India Government Mint, Hyderabad to the Assistant Labour Commissioner (Central) Hyderabad with regard to illegal termination of services of A. Jayaram, G. Ramesh, T. Yadaiah, P. Dhanraj, I. Yellaiah and P. Narsing Rao, Ex-Casual Labourers.
- Ex. W22—Letter dated 1125-9-84 addressed by John Devaprian authorised representative of the workman to the Assistant Labour Commissioner (C) Ministry of Labour, Government of India, Hyderabad with regard to illegal termination of the services of I. Yellaiah.
- Ex. W23—Comments of the General Manager, India Government Mint, Hyderabad on the representation of the authorised representative John Devaprian on behalf of I. Yellaiah.
- Ex. W24—Photostat copy of the Minutes of the Conciliation Proceedings held in the Office of the Regional Labour Commissioner (C), Hyderabad on 15-10-84 in the Industrial Dispute between the Management of India Government Mint, Hyderabad and their workman I. Yellaiah regarding illegal termination of services.
- Ex. W25—Letter No. I-240/83/11/70291 dated 15-3-84 addressed by General Manager India Government Mint, Hyderabad to P. Narsing Rao with regard to Appointment to the temporary post of casual labourer on the unclassified Industrial Establishment of the India Government Mint, Hyderabad (A.P.).
- Ex. W26—Diary Order No. 160 dated 19-3-84 issued to P. Dhanraj and 3 others by the India Government Mint, Hyderabad.
- Ex. W27—Diary Order No. 8 dated 18-4-84 issued to P. Dhan Raj and 6 others by the India Government Mint, Hyderabad.
- Ex. W28—Diary Order No. 16 dated 18-5-84 issued to P. Dhan Raj and 6 others by the India Government Mint, Hyderabad.
- Ex. W29—Letter No. 8/25/84-E-2 dated 17-7-84 addressed by Asstt. Labour Commissioner (Central) Hyderabad to P. Narasimha Rao, with regard to illegal termination of his services.
- Ex. W30—Letter No. 8/25/84-E-2 dated 18-10-84, addressed by Asstt. Labour Commissioner (Central) Hyderabad to P. Narsing Rao, with regard to illegal termination of his services.
- Ex. W31—Photostat copy of the Letter No. I-240-B/84/PA/2619, dated 10/13-8-84 addressed by the General Manager, India Government Mint to the Asstt. Labour Commissioner (C) Hyderabad with regard to alleged illegal termination of services of A. Jayaram, G. Ramesh, T. Yadaiah, P. Dhanraj, I. Yellaiah and P. Narsing Rao, Ex-Casual Labourers.
- Ex. W32—Letter dated 11/25-9-1984 addressed by John Devaprian authorised representative of the workman to the Assistant Labour Commissioner (C), Ministry of Labour Government of India Hyderabad with regard to alleged illegal termination of the services of P. Narsing Rao.
- Ex. W33—Comments on the representation of the Authorised Representative of the workman P. Narsing Rao.
- Ex. W34—Minutes on the conciliation proceedings held in the office of the Regional Labour Commissioner (C), Hyderabad on 15-10-84 in the Industrial Dispute between the Management of India, Government Mint, Hyderabad and their workman P. Narsing Rao regarding alleged illegal termination of services.
- Ex. W35—Failure of Conciliation Report dated 27-10-84.
- Ex. W36—Letter No. I-240/83/11/7029A dated 15-3-84 addressed by the General Manager, India Government Mint, Hyderabad with regard to Appointment to a temporary post of casual labourer in India Government Mint, Hyderabad.
- Ex. W37—Office Diary Order No. 8, dated 18-4-84 issued to P. Dhan Raj and 6 others by the General Manager, India Government Mint, Hyderabad.

- Ex. W-38.—Diary Order No. 16 dated 18-5-84 issued to P. Dhan Raj and 6 others by the General Manager, India Government Mint, Hyderabad.
- Ex. W-39.—Diary Order No. 19, dated 15-6-84 issued to P. Dhan Raj and 6 others by the General Manager, India Government Mint, Hyderabad.
- Ex. W-40.—Representation made by P. Dhan Raj to the General Manager, India Government Mint, Hyderabad.
- Ex. W-41.—Minutes of discussions held on 13-8-84 between the Management of I. G. Mint and their workmen.
- Ex. W-42.—Letter No. 8/26/84-E-2, dated 18-9-84 addressed by Asstt. Labour Commissioner (C), Hyderabad to P. Dhan Raj with regard to illegal termination of his services.
- Ex. W-43.—Letter No. 8/26/84-E-2 dated 23-6-84 addressed by Asst. Labour Commissioner (C) Hyderabad to P. Dhanraj with regard to termination of his services.
- Ex. W-44.—Photostat copy of the Letter No. I-240-B/84/PA/2619, dated 10/13-8-84 addressed by the General Manager India Government Mint to the Asst. Labour Commissioner (C) Hyderabad with regard to illegal termination of services of A. Jayaram, G. Ramesh, T. Yadaiah, P. Dhanraj, I. Yellaiah and P. Narsing Rao, Ex-Casual Labourers.
- Ex. W-45.—Letter dated 11/25-9-1984 addressed by John Devaprian authorised representative of the workman to the Asst. Labour Commissioner (C), Ministry of Labour, Government of India, Hyderabad with regard to illegal termination of services of P. Dhan Raj.
- Ex. W-46.—Comments on the representation of the authorised representative John Devaprian on behalf of P. Dhanraj.
- Ex. W-47.—Minutes of the conciliation proceedings held in the office of the Regional Labour Commissioner (Central) Hyderabad on 15-10-84 in the Industrial Dispute between the Management of India Government Mint, Hyderabad and their workman P. Dhan Raj regarding alleged illegal termination of his services.
- Tx. W-48.—Failure of conciliation report dated 26-10-84.
- Ex. W-49.—Photostat copy of the Memo dated 19-6-85 issued by Administrative Officer, India Government Mint, Hyderabad to P. Dhan Raj.
- Ex. W-50.—Letter No. I-240 83/11/40, dated 4-4-84 addressed by the General Manager, India Government Mint, Hyderabad to A. Jairam with regard to appointment to a temporary post of Casual Labourers India Government Mint, Hyderabad.
- Ex. W-51.—Diary Order No. 1 dated 4-4-84 issued to G. Ramesh and A. Jairam by the General Manager, India Government Mint, Hyderabad.
- Ex. W-52.—Diary Order No. 16 dated 18-5-84 issued to P. Dhan Raj and 6 others by the General Manager, India Government Mint, Hyderabad.
- Ex. W-53.—Diary Order No. 8 dated 13-4-84 issued to P. Dhan Raj and 6 others by the General Manager, India Government Mint, Hyderabad.
- Ex. W-54.—Diary Order No. 19 dated 15-6-84 issued to P. Dhan Raj and 6 others by the General Manager, India Government Mint, Hyderabad.
- Ex. W-55.—Photostat copy of the Letter dated 20-6-84 addressed by Hony. Secretary Hyderabad Kabaddi Association to the General Manager, India Government Mint, Hyderabad with regard to appointment of meritorious sportsmen under relaxation of procedure.
- Ex. W-56.—Letter dated 19-6-84 addressed by A. Jairam to the Asst. Labour Commissioner (C) Ministry of Labour, Government of India, Hyderabad with regard to appointment as Mazdoor.
- Ex. W-57.—Letter dated 25-6-84 addressed by Asst. Commissioner (C) Hyderabad to A. Jayaram with regard to termination of his services.
- Ex. W-58.—Letter dated 17-7-84 addressed by Asstt. Labour Commissioner (C), Hyderabad to A. Jayaram with regard to illegal termination of his services.
- Ex. W-59.—Letter dated 18-9-84 addressed by Asstt. Labour Commissioner (C) Hyderabad to A. Jairam with regard to illegal termination of his services.
- Ex. W-60.—Photostat copy of the letter No. I-240-B/84/PA/2619, dated 10/13-8-84 addressed by the General Manager, India Government Mint to the Asst. Labour Commissioner (C) Hyderabad, Hyderabad with regard alleged illegal termination of services A. Jayaram, G. Ramesh, T. Yadaiah, P. Dhanraj, I. Yellaiah and P. Narsing Rao Ex-Casual Labourers.
- Ex. W-61.—Letter dated 11/25-9-84 addressed by John Devaprian authorised representative of the workman to the Assistant Labour Commissioner (C), Ministry of Labour, Government of India, Hyderabad with regard to illegal termination of services of A. Jai Ram Ex-Casual Labour.
- Ex. W-62.—Comments on the representation of the authorised representative on behalf of workman.
- Ex. W-63.—Minutes of the Conciliation Proceedings held in the office of the Regional Labour Commissioner (Central) Hyderabad on 15-10-84 in the Industrial Dispute between the Management of India Government Mint, Hyderabad and their workman A. Jairam, ex-casual Labour, regarding alleged illegal termination of services.
- Ex. W-64.—Sports certificates (Total 11 in numbers) pertaining to A. Jairam.
- Ex. W-65.—Letter No. I-248/83/11/39, dated 4-4-84, addressed by General Manager, India Government Mint, Hyderabad (AP) to G. Ramesh with regard to Appointment to a Temporary Post of Casual Labourer in India Government Mint, Hyderabad (AP)
- Ex. W-66.—Diary Order No. I, dated 4-4-84 issued by General Manager India Government Mint, Hyderabad (AP) to G. Ramesh and A. Jai Ram.
- Ex. W-67.—Diary Order No. 8 dated 13-4-84 issued by General Manager India Government Mint, Hyderabad (AP) to P. Dhan Raj and 6 others.
- Ex. W-68.—Diary Order No. 16 dated 18-5-84 issued by General Manager, India Government Mint, Hyderabad (AP) to P. Dhan Raj and 6 others.
- Ex. W-69.—Diary Order No. 19, dated 15-6-84 issued by General Manager, India Government Mint, Hyderabad (AP) to P. Dhan Raj and 6 others.
- Ex. W-70.—Letter No. 8/22/84-E-2, dated 18-9-84 addressed by Asst. Labour Commissioner (Central) Hyderabad to G. Ramesh with regard to illegal termination of his services.
- Ex. W-71.—Representation dated 19-6-84 made by G. Ramesh to the Asstt. Labour Commissioner (Central) Ministry of Labour Government of India, Hyderabad.
- Ex. W-72.—Letter No. 8/22/84-E-2, dated 17-7-84 addressed by Asstt. Labour Commissioner (Central) Hyderabad to G. Ramesh with regard to illegal termination of his services.
- Ex. W-73.—True copy of the letter No. I-240-B/84/PA/2619 dated 10/13-8-84 addressed by the General Manager, India Government Mint, to the Asst. Labour Commissioner (C) Hyderabad, Hyderabad

- (AP) with regard to illegal termination of services of A. Jayaram, G. Ramesh, T. Yadaiah, P. Dhanraj, I. Yellaiah and P. Narsing Rao, Ex-Casual Labourers.
- Ex. W-74.—Letter dated 11/25-9-1984 addressed by John Devaprian authorised representative of the workman to the Assistant Labour Commissioner (C), Ministry of Labour, Government of India, Hyderabad with regard to illegal termination of services of G. Ramesh.
- Ex. W-75.—Comments on the representation of the authorised representative on behalf the workman.
- Ex. W-76.—Minutes of the Conciliation Proceedings held in the Office of the Regional Labour Commissioner (C), Hyderabad on 15-10-84 in the Industrial Dispute between the Management of India Government Mint, Hyderabad and their workman G. Ramesh regarding alleged illegal termination of services.
- Ex. W-77.—Photostat copies of the sports certificates remaining to G. Ramesh.
- Ex. W-78.—Diary Order No. 117, dated 2-1-84 issued to K. Krishna and 2 others by the India Government Mint, Hyderabad.
- Ex. W-79.—Diary Order No. 118 dated 2-1-84 issued to the workmen by the Management of India Government Mint, Hyderabad (AP).
- Ex. W-80.—Copy of Diary Order Nos. 123 and 124 dated 9-1-84 and 10-1-84 respectively issued to B. Onaneshwar by the Management of India Government Mint, Hyderabad (AP).
- Ex. W-81.—Letter No. I-98-D/84/11/1049 dated 23-5-84 addressed by Administrative Officer, India Government Mint, Hyderabad to Syed Akbar with regard to appear for an oral interview.
- Ex. W-82.—Memo No. I-98-D/84/11/1049, dated Nil issued to J. Moses by the Administrative Officer, India Government Mint, Hyderabad with regard to to appear for an oral interview.
- Ex. W-83.—National Time New's Paper dated 17-7-85 with regard to Coins import to combat scarcity. Documents marked for the Management.
- Ex. M-1.—Photostat copy of the letter No. I-240/83/11/7029 C, dated 15-3-84 addressed by General Manager, India Government Mint, Hyderabad (AP) to T. Yadaiah with regard to Appointment to a temporary post of casual labour in India Government Mint, Hyderabad.
- Ex. M-2.—Photostat copy of the acceptance of offer better given by T. Yadaiah to the General Manager, India Government Mint, Hyderabad (AP).
- Ex. M-3.—Photostat copy of the letter No. I-240/83/11/40, dated 4-4-84 addressed by General Manager, India Government Mint, Hyderabad to A. Jai Ram with regard to Appointment to a temporary post of casual labourer in India Government Mint, Hyderabad (AP).
- Ex. M-4.—Photostat copy of the acceptance of offer letter dated 4-4-84 given by A. Jairam to the General Manager, India Government Mint, Hyderabad (AP).
- Ex. M-5.—Photostat copy of the letter No. I-240/83/11/7029 A, dated 15-3-84 addressed by General Manager, India Government Mint, Hyderabad to P. Dhan Raj with regard to appointment to a temporary post of casual labour in the India Government Mint, Hyderabad (AP).
- Ex. M-6.—Photostat copy of the acceptance of offer letter given by P. Dhan Raj to the General Manager, India Government Mint, Hyderabad.
- Ex. M-7.—Letter dated 11/25-9-1984 addressed by John Devaprian authorised representative of the workman to the Asst. Labour Commissioner (C) Ministry of Labour, Government of India, Hyderabad with regard to illegal termination of services of G. Ramesh.
- Ex. M-8.—Letter dated 11/25-9-84 addressed by John Devaprian authorised representative of the workman to the Asst. Labour Commissioner (C), Ministry of Labour, Government of India, Hyderabad with regard to illegal termination of services of P. Dhan Raj.
- Ex. M-9.—Letter dated 11/25-9-84 addressed by John Devaprian authorised representative of the workman to the Assistant Labour Commissioner (C), Ministry of Labour, Government of India, Hyderabad, with regard to illegal termination of services of P. Narsing Rao.
- Ex. M-10.—Letter dated 11/25-9-84 addressed by John Devaprian authorised representative of the workman to the Asst. Labour Commissioner (C), Ministry of Labour, Government of India, Hyderabad with regard to illegal termination of services of I. Yellaiah.
- Ex. M-11.—Letter dated 11/25-9-84 addressed by John Devaprian authorised representative of the workman to the Asst. Labour Commissioner (C), Ministry of Labour, Government of India, Hyderabad with regard to illegal termination of service of T. Yadaiah.
- Ex. M-12.—Letter dated 11/25-9-84 addressed by John Devaprian authorised representative of the workman to the Asst. Labour Commissioner (C), Ministry of Labour, Government of India, Hyderabad with regard to illegal termination of services of A. Jai Ram.
- Ex. M-13.—Photostat copy of the letter No. I-240/84/11/6428, dated 21-2-84 addressed by General Manager, India Government Mint, Hyderabad with regard to recruitment of casual labourers.
- Ex. M-14.—Photostat copy of the letter No. I-240/83/11/7029 C dated 15-3-84 addressed by General Manager, India Government Mint, Hyderabad to T. Yadaiah with regard to appointment to a Temporary Post of casual labourer in India Government Mint, Hyderabad (AP).
- Ex. M-15.—Photostat copy of the letter No. I-240/83/11/7029 B dated 15-3-84 addressed by General Manager, India Government Mint, Hyderabad to I. Yellaiah with regard to appointment to a temporary post of casual labourer in India Government Mint, Hyderabad.
- Ex. M-16.—Photostat copy of the letter No. I-240/83/11/7029 A, dated 15-3-84 addressed by General Manager, India Government Mint, Hyderabad to P. Dhan Raj with regard to appointment to a temporary post of casual labourer in India Government Mint, Hyderabad.
- Ex. M-17.—Photostat copy of the letter No. I-240/83/11/7029 I dated 15-3-84 addressed by General Manager, India Government Mint, Hyderabad to P. Narsing Rao with regard to Appointment to a temporary post of casual labourer in India Government Mint, Hyderabad.
- Ex. M-18.—Photostat copy of the letter No. I-240/83/11/40, dated 4-4-84 addressed by General Manager, India Government Mint, Hyderabad to A. Jai Ram with regard to a temporary post of casual labourer in India Government Mint, Hyderabad.
- Ex. M-19.—Photostat copy of the letter No. I-240/83/11/39, dated 4-4-84 addressed by General Manager, India Government Mint, Hyderabad (AP) to G. Ramesh with regard to Appointment to a temporary post of casual labourer in the India Government Mint, Hyderabad.
- Ex. M-20.—Photostat copy of the Acceptance of offer letter dated 22-3-84 given by I. Yellaiah to the General Manager, India Government Mint, Hyderabad (AP).



- Ex. M-21.—Photostat copy of the acceptance of offer letter dated 15-3-84 given by T. Yadaiah to the General Manager, India Government Mint, Hyderabad (AP)
- Ex. M-22.—Photostat copy of the acceptance of offer letter dated 17-3-84 given by P. Narsing Rao to the General Manager, India Government Mint, Hyderabad (AP)
- Ex. M-23.—Photostat copy of the acceptance of offer letter dated Nil given by P. Dhan Raj to the General Manager, India Government Mint, Hyderabad (AP)
- Ex. M-24.—Photostat copy of the acceptance of offer letter dated 4-4-84 given by A. Jairam to the General Manager, India Government Mint, Hyderabad (AP)
- Ex. M-25.—Photostat copy of the acceptance of offer letter dated 4-4-84 given by G. Ramesh to the General Manager, India Government Mint, Hyderabad (AP)
- Ex. M-26.—Photostat copy of the Diary Order No. 1 dated 4-4-84 given by the General Manager, India Government Mint, Hyderabad to G. Ramesh and A. Jai Ram.
- Ex. M-27.—Photostat copy of the Diary Order No. 160 dated 19-3-84 issued to I. Dhan Raj and 3 others by the General Manager, India Government Mint, Hyderabad (AP).
- Ex. M-28.—Photostat copy of the Diary Order No. 161, dated 23-3-84 issued to I. Yellaiah by the General Manager, India Government Mint, Hyderabad.
- Ex. M-29.—Photostat copy of the Diary Order No. 19 dated 15-6-84 issued to P. Dhan Raj and 6 others by the General Manager, India Government Mint, Hyderabad
- Ex. M-30.—Photostat copy of the Letter No. I-240/83/II/12, dated 2-4-83 addressed by the General Manager, India Government Mint, Hyderabad to the District Employment Officer (Labour) District Employment Exchange Hyderabad with regard to recruitment of casual labourers.
- Ex. M-31.—Photostat copy of the letter No. I-240/83/II/160, dated 11-4-83 addressed by the General Manager, India Government Mint, Hyderabad to the District Employment Officer (Labour) District Employment Exchange, Hyderabad with regard to recruitment of Casual Labourers.
- Ex. M-32.—Undelivered cover pertaining to T. Yadaiah.
- Ex. M-33.—Undelivered Cover pertaining to T. Yadaiah.
- Ex. M-34.—Undelivered Cover pertaining to I. Yellaiah.
- Ex. M-35.—Undelivered cover pertaining to I. Yellaiah.
- Ex. M-36.—Undelivered cover pertaining to P. Dhan Raj.
- Ex. M-37.—Undelivered cover pertaining to P. Dhan Raj.
- Ex. M-38.—Photostat copy of the Letter No. I-240/84/11/2116, dated 16-7-84 addressed by Administrative Officer, India Government Mint, Hyderabad to T. Yadaiah with regard to return of documents.
- Ex. M-39.—Photostat copy of the Letter No. I-240/84/11/2114, dated 16-7-84 addressed by Administrative Officer, India Government Mint, Hyderabad to I. Yellaiah with regard to return of documents.
- Ex. M-40.—Photostat copy of the Memo No. I-240/84/11/1705, dated 26-6-84 issued to P. Dhan Raj by the Administrative Officer, India Government Mint, Hyderabad with regard to collection of Employment Card and other documents.
- Ex. M-41.—Photostat copy of the Memo No. I-240/84/11/1703, dated 26-6-84 issued to I. Yellaiah by the Administrative Officer, India Government Mint, Hyderabad with regard to collection of Employment card and other documents.

Ex. M-42.—Photostat copy of the Memo No. I-240/84/11/1704, dated 26-6-84 issued to T. Yadaiah by the Administrative Officer, India Government Mint, Hyderabad with regard to collection of Employment Card and other documents.

Ex. M-43.—Photostat copy of the letter No. I-240/84/11/2115, dated 16-7-84 addressed by Administrative Officer, India Government Mint, Hyderabad to P. Dhanraj with regard to return of documents.

Sd/- Illegible, Industrial Tribunal

[No. L-16012/5/84-D.II (B)]

का.प्र. 3156.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, वेस्टर्न रेलवे, प्रशासन कोटा के प्रबन्धन से सम्बद्ध नियोक्ताओं और उनके कर्मचारों के बीच, अनुबन्ध में पिछले औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-86 को प्राप्त हुआ था।

S.O. 3156.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway Administration, Kota and their workmen, which was received by the Central Government on the 13th August, 1986.

#### ANNEXURE

BEFORE SHRI G. S. KALRA : PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : NEW DELHI  
I.D. No. 52/80

In the matter of dispute between :

Shri H. S. Sethi s/o Shri Kalyan Singh Sethi through The Divisional Secretary, Paschim Railway Karamchari Parishad, Opposite Old Hatsthal, Station Road, Kota-324002.

Versus.

The General Manager,  
Western Railway,  
Churchgate, Bombay.

#### APPEARANCES :

Shri A. D. Grover—for the workman.

Shri V. P. Mishra—for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its notification No. L-41011(14)/78-D.II(B) dated 11-6-1980 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether action of Western Railway Authorities in not paying Shri H. S. Sethi, Driver 'C', Gangapur City, arrears from the date of reversion and not promoting him to Driver Grade 'B' and Grade 'A' consequent upon General Manager's decision to restore him to the post of Driver 'C' with original seniority is justified? If not, to what relief the said workman is entitled?"

2. Some of the undisputed facts are that the workman was appointed in the railways as Fireman Grade 'A' on 6-3-1952. He was confirmed as Fireman in the year 1954. He was promoted as Driver Gr. 'C' in 1956 and was confirmed as Driver Gr. 'C' in 1957. On 23-10-1958 the workman was the Driver of 51 Down Passenger Train, Ex-Biana to Mathura He had arrived at Mathura where he was asked to do shunting duty on 4 UP Frontier Mail. Then an incident took place for which the workman was charge-shetted and he was removed from service and on his appeal the penalty was reduced to permanent reversion as shunter in 1959. The workman continued to make appeals to higher authorities and ultimately on 1-11-1968 the General Manager passed the following orders :

"The punishment imposed in this case by DS-KTT in the first instance i.e. permanent reduction from Driver to Shunter, was very harsh, as he was a Mail train Driver, it would have sufficed to put him back to goods trains. He has already undergone this punishment for 9 years and no body suffering under such a severe punishment for an indefinite period can be expected to give his best. The penalty is, therefore, reduced to the period already gone."

After this Shri A. P. Kerawala A.P.O. (DAR)-CCG communicated the following order vide letter No. E/308p41/8/16 dated 9-1-1970 to Shri R. P. Mungla, D.P.O.-Kota.

"Sub. :—DAR case of H. S. Sethi, Shunter.

Ref :—This office confidential letter of even No dated 17-12-1969.

Please recollect my telephonic conversation with you regarding this case today. G. M. has approved that Sethi should be restored to his original seniority and his pay fixed on the basis of his original seniority. Please take necessary action accordingly and advise compliance.

Sd/-  
A. P. Kerawala"

3. The workman's case is that inspite of the above mentioned orders and instructions from the Head Quarters his original seniority has not been restored and his pay has also not been properly fixed. He has further alleged that he is being utilised as Passenger Train Driver since 1970 and as Grade 'A' Driver since then but he has been declared as unsuitable for promotion as Driver Gr. A. He has even challenged the legality of the punishment imposed upon him in 1959 whereby he was reduced in rank on the ground that the order had not been passed by the competent authority and was without jurisdiction and even on merits he could not have been held guilty because he was not handed over any written orders to carry out the shunting of another engine or to leave his own engine which were required to be given to him under the rules. He has further alleged that the order of punishment had been manoeuvred by the Dy. CME as first Standard form No. 11 proposing a minor penalty was prepared and sent to L.F.G.C. for

serving upon him but on hearing from Shri S. N. Mathur, the Dy. C.M.E. involved in the incident, Standard Form No. 5 proposing a major penalty was served upon him. He has further alleged that he has not been given his due seniority as the Management wanted to favour certain other employees junior to him.

4. The Management's case is that after the passing of the orders dated 9-1-1970 the workman has been assigned his position on the basis of the original seniority and his name was interpolated between Sh. George B. and Shri Tara Singh Sl. No. 75 and 76 respectively and his pay has been re-fixed. It has further been stated that while the workman was suffering from the legal disability on account of his permanent reversion to the post of Shunter from 17-7-59 to 17-11-68 S/Shri Ramji Lal and P. P. Soodan, though junior to the workman, were promoted to the post of Driver Gr. 'B' after being selected by the selection board in the years 1964 and 1966 respectively. While the workman was undergoing punishment, he was not eligible to be called for selections which were held in 1964 and 66 and even after the punishment was set aside, until the workman passed the selection for Driver Gr. B, which was a Selection post, he could not be given promotion as Driver Grade 'B' or 'A'. The workman in fact appeared in the selection for the post of Driver Gr. B held on 8-7-69 and 26-11-78 but he failed to qualify for both the selections. However, it was admitted that he was utilised as stop-gap arrangement in vacancies of Driver Grade 'A' as and when necessity arises. Therefore, it is contended that the workman is not entitled to any arrears for the period of his reversion and he is also not entitled for promotion to the post of Driver Grade 'B', Driver Gr. 'A' and Driver Special Gr. 'A' from the date his juniors were promoted. As regards the incident of 23-10-1958 at Mathura it has been stated that the rules of the operating manual are not applicable as stated by the workman. It was denied that the Dy. Chief Mechanical Engineer directed the D. S. Kota to take the D.A.R. action against the petitioner. It was also denied that the workman has been victimised or that the action of the railway administration was mala fide.

5. First of all, the objection of the management raised at the time of recording of evidence, which was left to be decided later, to the effect that as the Tribunal has not been entrusted with the duty of examining the disciplinary action against the workman, this matter cannot be looked into by this Tribunal. In the first instance, no such objection was taken in the written statement filed by the Management and rather the order was justified on merits and therefore, this objection taken at the time of recording of evidence is beyond the pleadings and only an after thought. Secondly, the disciplinary action taken against the workman has been taken by the Management as a ground for not giving promotions to the workman even after the orders passed by the General Manager for giving original seniority to the workman. Therefore, for this reason also it becomes necessary for this Tribunal to look into this aspect of the matter. As shall be seen in the course of discussion that follows, the disciplinary action taken in the early stage of the career of the

workman has left an indelible mark on his career and is at the root of the entire industrial dispute and, therefore, for this reason also the legality or otherwise of the said disciplinary action requires to be looked into. For all these reasons, the objection raised by the Management has got no force and the same is rejected.

6. On going through the service record of the workman it is seen that there was never any enquiry or charge-sheet against him during his long service from 6-3-1952 onwards except the charge-sheet and the punishment of reversion inflicted upon him in 1959, with the result that the workman is still rotting as a Driver Gr. 'C' whereas many persons junior to him have stolen a march over him and are working as Driver Gr. 'B', Driver Grade 'A' and Drivers Special Gr. 'A'. Rather it has been brought on record that the workman was given commendation certificates on a number of occasions for the services rendered by him. One such commendation was made vide No. L-1960/1 dated 31-3-1974 which reads as Under :

"Western Railway Administration highly appreciates your faithful and loyal services rendered during the Loco Running Staff Agitation in the Month of December, 1973 and hopes to get your continuous support in future. An entry to this effect will be made in your service sheet."

Another such commendation was made vide No. T/5/13/12 Vol. II dated 3-1-1983 which reads as under :—

"While working 55 Down ex-KTT to GGC on 18-8-1982, you displayed special Vigilance and sense of alertness in controlling your train at once when received on line No. 5 in place of line No. 2 at LKE Station, which was already occupied by LKE factory load and engine."

Your alertness and high sense of vigilance could save a serious accident and as such your services are highly appreciated.

A copy of this letter is being placed on your personal file for record."

7. Besides the workman has successfully completed Refresher Courses in the years 1969, 1974, 1975 and 1978 from the Zonal Training School Udaipur. The workman had been complaining right from the beginning that he had been victimised at the behest of Dy. Chief Engineer (Mechanical) and ultimately his appeal was heard and the General Manager passed the orders dated 11-1-1969 and 9-1-1970 which have been quoted above. The Management has also taken the stand that promotions could not be given to the workman inspite of the orders to restore him to original seniority passed by the General Manager because at the time of the selection to Grade 'B' Driver post the workman was under disability because of the punishment awarded to him. Under these circumstances it becomes imperative to examine the legality or otherwise of the punishment awarded to him and also the allegations of malafides and victimisation.

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8. The finding of the Enquiry Officer is available on the record and it goes to show that there were the following allegations against the workman :

"in-subordination and unco-operative and obstructive working.

On 23-10-1958 when you were requestetd by SM-MTJ to detach one sick coach from 4 UP F|Mail, you refused and that when further asked by Dy. CME (Loco) CCG, you stated that you wanted a memo from him.

Your refusal to help in emergency to save detention to 4 UP amounted to uncooperative and obstructive working, and your refusal to carry out orders of the competent authority is tantamount to gross indiscipline and insubordination."

9. The Enquiry Officer has exonerated the workman of the first charge and held that the workman could not be held guilty for not coming on 4 UP to meet the Dy. C.M.E. Loco as he did not have any authority to leave his engine. However, he was held guilty of the second charge and it was held that the workman was guilty for un-cooperative and obstructive working by refusing to perform shunting when personally asked by the Station Master and Asstt. Station Master and since there was no rule under which he could have refused the verbal orders of the Station Master for shunting work in the yard his defence of waiting for a memo could not be considered as valid. In this regard para 1108(B) of the operating manual for running staff is reproduced below :

(b) Shunting by Train Engines at Starting and Terminating Stations.—(1) Except as provided for in sub-para (2) below, as a rule, train engines shall not be called upon to perform shunting at starting and terminating stations either in connectiton with their own trains or the yard work. This does not preclude taking away to the Loco shed by a train engine, the Loco Coal or other wagons brought by it in its rear which does not involve any shunting.

(2) When necessary, the train engine may be called upon to perform shunting at starting and terminating stations generally in the following cases :—

- (i) To detach any wagon on its own outgoing train, such as 'Sick, 'Not-to-Go' and other wagons found in excess of the load.
- (ii) To put its own train or a vehicle brought by it, into propersiding as ordered.
- (iii) To clear an obstruction.
- (iv) Where yard shunting engine is not provided.
- (v) While a train engine is employed for shunting at starting and terminating stations, it should be ensured that the

statutory limits of hours of work of running staff are not thereby exceeded, except when it is necessary in the case of an accident or to clear an obstruction. The limits of hours of work are normally 10 hours Running Duty at a stretch, i.e., from the time of departure from the starting station to the time of arrival at the terminating station subject to a maximum of 12 hours Running duty."

10. As the workman was driving on train X-Biana to Mathur, as a rule, he could not be called upon to do shunting work and he could be called upon to do shunting work only on the occasions provided in sub para 2. The sub para 2 also limit the shunting to the train of the driver or to clear an obstruction. S.R. 257 of the General Rules for Indian Railways Parts I & II with the Subsidiary Rules, lays down that where the special shunting staff is provided and shunting is not to be supervised personally by the Station Master, shunting outside the station will be controlled by king tokens and that the Railway Servant in-charge of shunting operation shall not conduct or authorise any shunting outside station Section unless he has obtained from the station master the king token as his authority for so doing. The workman has placed on record copies of shunting orders which clearly go to show that for any shunting operation a written order has to be passed by the Station Master and king token issued. Therefore, the workman was well within his right to demand written authority for carrying out the shunting operation. Otherwise in case of any mishap he would have been hauled up for carrying out shunting operations without prior authority. It is not the case of the Management at all that any written order was passed for carrying out the shunting operation. Rather the enquiry report goes to show that only verbal orders were passed which were in clear violation of the rules. Therefore, the defence of the workman was quite valid and the findings given by the Enquiry Officer was against the rules and illegal and void ab initio. As the punishment order was passed upon this enquiry report the same also must be held to be illegal.

11. Again it is an accepted fact that the workman was confirmed as Driver Grade 'C' vide order passed by the General Manager and, therefore, the Divisional Mechanical Engineer could not have become the disciplinary authority in the case of this workman, and the workman could have been reverted if the order was approved by the Higher Authority than the Appointing Authority and in the present case it should have been the Railway Board. Therefore, the order of reversion was without jurisdiction.

12. As regards the allegation of malafides and victimisation the fact that a finding was obtained against the rules and the said findings against the rules was acted upon itself goes to support this allegation. The workman has alleged that earlier a standard form No. 11 proposing a minor penalty was prepared and sent to the L.F. GGC but on the intervention of the Dy. C.M.E. involved in the incident of 23-10-58 a standard form No. 5 proposing major penalty was served. This allegation is not without any basis,

because the workman has placed on record a copy of letter No. E/L/308/2/469 dated 28/30-10-1958 Ex-W2 which is reproduced below :

"Please treat this office PIP No. E/L/308/2/469 dated 25-10-1958 as cancelled.

A fresh charge-sheet for removal from service is enclosed. Please submit your defence within 7 days of receipt of this charge-sheet failing which the case will be dealt with on the basis of the information available."

13. The PIP No. E/L/308/2/469 dated 25-10-58 which was cancelled has been with-held. Therefore, a presumption arises that the workman's allegation that earlier minor penalty was proposed under form No. 11 which was subsequently changed to major penalty is correct. Even otherwise, on reading of the above letter this inference can be drawn. Although on the appeal of the workman the punishment was subsequently reduced to reversion, yet the action of the D.M.E. in proposing major penalty of removal from service for allegation of minor misconduct, which also is shown to be not a misconduct further goes to prove that it was a case of malafides and victimisation. Again the order of reversion permanently were passed without specifying the period of reduction. Whereas the Railway Board letter No. F(E)/61-FR-1/2 of 10-7-1961 and F(E)/60FR-1/2 of 22-8-1962 quoted on pages No. 514 and 515 of B. S. Manis Railway Establishment Rules and Labour Laws, clearly laid down as under :

"(6) Period to be specified for reduction to lower stage :—Every order passed by a competent authority imposing the penalty of reduction to a lower stage in time-scale should indicate :—

- (a) The date from which it will take effect and the period for which the penalty shall be operative.
- (b) The stage in the time scale (in terms of rupees) to which the railway servant is reduced, and
- (c) The extent (in terms of years and months), if any, to which the period referred to in (a) above should operate to postpone future increments.

Reduction to a lower stage in a time-scale, for an unspecified period or as a permanent measure is not permissible under the rules. When an employee is reduced to a particular stage, his pay will remain constant at that stage for the entire period of reduction. The period to be specified under (a) above. (R.B's No. F(E)57-FR-1/1 of 22-1-60)".

14. Therefore, the order of reduction is also against the rules and railway board's instructions.

15. The injustice done to the workman was ultimately set right by the orders of the General Manager dated 1-11-1969 and 9-1-1970 which have been quoted above. Once this order of punishment is

taken away, there was no impediment in the way of the workman in getting his promotions in the normal course. In fact the commendation certificates issued to the workman and his successful completion of four refresher courses would go to show that he would have been a good contender for the selection posts, had he not been deprived of the chance to be considered because of the illegal and mala fide order of punishment passed against him in 1959.

16. Here, another point may be examined. It has been contended by the Management that the workman appeared in the selection for the post of Driver Gr. 'B' held on 8-7-1969 and again on 26-11-1978 but he failed to qualify at both the selections. The workman has stated that his contention of the management is false because he never participated in any such selections. He has placed on record Driver's Note Book dated 8-7-1969 which shows that on that day the workman was on duty on train No. 503 down. He has also placed on record another copy of the Driver's note book which goes to show that from 24-11-1978 to 23-12-1978 the workman was undergoing a refresher course. In these circumstances the workman could not have participated, in any of the selections held on 8-7-1969 or 26-11-1973 as alleged in para 7 of the written statement and the averments of the management are clearly falsified. Now the management has admitted that the services of the workman are being utilised as Driver Gr. A as and when necessity arises as a stop-gap arrangement in the vacancies of Driver Gr. 'A'. It is a strange attitude adopted by the management. On the one hand it contends that the workman is not fit to hold the post of Driver Gr. 'B' and on the other hand his services are being utilised for the higher post of Driver Gr. A and even Driver Special Gr. 'A'. This amounts to an unfair labour practice on the part of the Management.

17. It is now too late in the day to ask this workman who has been victimised for such a long period to participate in any selection procedures for the higher post. Hence the Management had no justification to deny the workman his rightful place in the original seniority as ordered by the General Manager vide order No. 9-1-1970 and also to give him the necessary promotions.

18. In view of the discussion made above it is held that the action of the Western Railway Authorities in not paying Shri H. S. Sethi, Driver 'C', Gangapur City, arrears from the date of reversion and not promoting him for Driver Gr. 'B' and Driver Gr. 'A' consequent upon general Manager's decision to restore him to the post of Driver 'C' with original seniority is not justified. Accordingly the Management should restore the workman to his original seniority as Driver 'C' and pay him all the arrears from the date of reversion and he should also be given promotion from the dates prior to the dates from which his juniors were promoted to the post of Driver Gr. B or Driver Gr. A or Driver Special Gr. 'A' placing him above the first junior person promoted and also give to this workman the arrears of pay of the higher post or posts and also

give him all increments whenever these fell due. The workman shall also be paid costs of Rs. 500 for these proceedings.

G. S. KALRA, Presiding Officer.

Central Govt. Industrial Tribunal New Delhi.  
July 31, 1986.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

G. S. KALRA, Presiding Officer.

Central Govt. Industrial Tribunal New Delhi.  
July 31, 1986.

[No. L-41011/14/78-D.II(B)]

HARI SINGH, Desk Officer

नई दिल्ली, 29 अगस्त, 1986

का.पा. 3157.—सिनेमा कर्मकार और सिनेमा फिटेर कर्मकार (नियोजन का विनियमन) अधिनियम, 1981 (1981 का 50) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार नीचे दी गई सारणी के कालम (1) में उल्लिखित पश्चिम बंगाल सरकार के अधिकारियों को उक्त सारणी के कालम (2) में भी गई संगत प्रविष्टि में विनिर्दिष्ट क्षेत्र के लिए उक्त अधिनियम के प्रयोजन हेतु संसाधन अधिकारी नियुक्त करती है :—

सारणी	
अधिकारी का पदनाम (1)	क्षेत्र (2)
1. श्रम आयुक्त	समस्त पश्चिम बंगाल
2. उपर श्रम आयुक्त	समस्त पश्चिम बंगाल
3. संयुक्त श्रम आयुक्त	समस्त पश्चिम बंगाल
4. उप श्रम आयुक्त	समस्त पश्चिम बंगाल
5. सहायक श्रम आयुक्त	केन्द्रीय कलकत्ता मुख्यालय : कलकत्ता उत्तर में काली कुष्ण टैगोर स्ट्रीट, विवेकानन्द रोड और मानिक- टोला मेन रोड से नई नहर तक, दक्षिण में हुगली नदी से लेकर सेन्ट जार्ज रोड, लोवर सर्कुलर रोड, सर्कस एक्वेड्यु और तापसिया रोड तक मिलने वाली दिलमुखा स्ट्रीट, पूर्व में तापा- सिया रोड (दक्षिणी), तापसिया रोड (उत्तरी), टंगारा रोड (दक्षिणी) और मानिकटोला मेन रोड के आसिग तक नई नहर और पश्चिम में हुगली नदी द्वारा आवृत क्षेत्र।
6. सहायक श्रम आयुक्त	दक्षिणी कलकत्ता मुख्यालय : कलकत्ता केन्द्रीय कलकत्ता क्षेत्र की दक्षिणी सीमा के दक्षिण और (जिला 24 परबाना के सदर और डायमंड हार्बर उप विभाजन) तक स्थित कलकत्ता पुलिस एरिया का भाग।

(1)	(2)	(1)	(2)
7. सहायक श्रम आयुक्त	उत्तरी कलकत्ता मुख्यालय—कलकत्ता केन्द्रीय कलकत्ता क्षेत्र की उत्तरी सीमा के उत्तर तक और (उत्तर में दखिनेश्वर रोड और बरगौरी (पुलिस स्टेशन) के अधीन बैरकपुर ट्रंक रोड, पूरब में मध्यम ग्राम कालोनी और पश्चिम में हुगली नदी द्वारा आवृत 24-परगना जिले के क्षेत्र)	19. सहायक श्रम आयुक्त	मुख्यालय—धीरपारा जलपाईगुड़ी जिला का अनीपुरदीर उप डिवीजन।
8. (सहायक श्रम आयुक्त जिन्हें श्रम निदेशालय, एचू सेक्रेटरेट-रियेड बिल्डिंग, कलकत्ता के मुख्यालय में तैनात किया गया है।)	मुख्यालय—कलकत्ता कालम 2 में ऊपर कर्मांक संख्याओं 5, 6 और 7 में यथा प्रदर्शित केन्द्रीय कलकत्ता,  दक्षिणी कलकत्ता और उत्तरी कलकत्ता के क्षेत्रों में आने वाले क्षेत्र।	20. सहायक श्रम आयुक्त	मुख्यालय—बुगचिक (हल्दिया) मिदनापुर जिला।
9. सहायक श्रम आयुक्त	मुख्यालय—हावड़ा हावड़ा जिला लेकिन बैली नगर-पालिका के क्षेत्रों को छोड़कर।	21. सहायक श्रम आयुक्त	मुख्यालय—बरहामपुर मुर्शिदाबाद जिला।
10. सहायक श्रम आयुक्त	मुख्यालय—सेरामपुर हुगली जिले का सेरामपुर उप डिवीजन और हावड़ा जिले के बैली नगरपालिका के क्षेत्र।	22. सहायक श्रम आयुक्त	मुख्यालय—बूखबिहार बूख बिहार जिला।
11. सहायक श्रम आयुक्त	मुख्यालय—चन्ननगर हुगली जिला लेकिन सेरामपुर उप डिवीजन को छोड़कर।	23. सहायक श्रम आयुक्त	मुख्यालय—अनीपुर 24. परगना जिले का सबर उप डिवीजन।
12. सहायक श्रम आयुक्त	मुख्यालय—बैरकपुर 24-परगना जिला लेकिन उत्तरी कलकत्ता, केन्द्रीय कलकत्ता और दक्षिणी कलकत्ता एवं कल्याणी क्षेत्र में शामिल किए गए क्षेत्रों को छोड़कर।	24. सहायक श्रम आयुक्त	मुख्यालय—बारासत 24- परगना जिले का बारासत उप डिवीजन
13. सहायक श्रम आयुक्त	मुख्यालय—कल्याणी 24. परगना जिले के सैहटी, हलीशहर और कंषनपारा नगर-पालिका के क्षेत्र और नदिया जिला।	25. सहायक श्रम आयुक्त	मुख्यालय—बनगांव 24-परगना जिले का बनगांव उप-डिवीजन
14. सहायक श्रम आयुक्त	मुख्यालय—आसनसोल बुर्बान जिले का आसनसोल उप-क्षेत्र और पुर्लिया जिला।	26. सहायक श्रम आयुक्त	मुख्यालय—झायमंड हार्बर झायमंड हार्बर उप डिवीजन, 24-परगना जिला।
15. सहायक श्रम आयुक्त	मुख्यालय—गुर्गापुर बुर्बान जिले के गुर्गापुर, सदन कालना और फटवा उप-डिवीजन और बंकुरा और बीरभूम जिला।	27. सहायक श्रम आयुक्त	मुख्यालय—बारीरहाट 24- परगना जिले का बारीरहाट उप डिवीजन।
16. सहायक श्रम आयुक्त	मुख्यालय—सिलीगुड़ी दार्जिलिंग जिले का सिलीगुड़ी उप-डिवीजन और माल्दा और पश्चिम विजाजपुर जिला।	28. सहायक श्रम आयुक्त	मुख्यालय—कृष्णनगर नदिया जिले का कृष्णनगर सदर उप डिवीजन।
17. सहायक श्रम आयुक्त	मुख्यालय—दार्जिलिंग दार्जिलिंग जिले के भुरसियांग, कालिमपोंग और सबर उप-डिवीजन।	29. सहायक श्रम आयुक्त	मुख्यालय—तालबाग मुर्शिदाबाद जिले का तालबाग उप डिवीजन।
18. सहायक श्रम आयुक्त	मुख्यालय—जलपाईगुड़ी जलपाईगुड़ी जिले का सबर उप-डिवीजन।	30. सहायक श्रम आयुक्त	मुख्यालय—जंगीपुर मुर्शिदाबाद जिले का जंगीपुर उप डिवीजन।
		31. सहायक श्रम आयुक्त	मुख्यालय—फांड़ी मुर्शिदाबाद जिले का फांड़ी उप डिवीजन।
		32. सहायक श्रम आयुक्त	मुख्यालय—हंसलिंगबाजार माल्दा जिला।
		33. सहायक श्रम आयुक्त	मुख्यालय—बाबूघाट बाबूघाट उप डिवीजन और बंसारी और बंसारी और कुसमुंडी, पश्चिम विनाजपुर जिले के रायगंज उप डिवीजन में सी.डी.पी. ब्लॉक।
		34. सहायक श्रम आयुक्त	मुख्यालय—रायगंज पश्चिम विनाजपुर जिले के रायगंज उपडिवीजन (बंसीहारी और कुस-मुंडी सी.डी. पी. ब्लॉकों को छोड़कर और हस्तामपुर उप डिवीजन।
		35. सहायक श्रम आयुक्त	मुख्यालय—मिवनापुर गारखेटा, देबरा, सालबानी, मिवनापुर जिले के मिदनापुर सबर उप डिवीजन में मिदनापुर सी.डी.पी. ब्लॉक।
		36. सहायक श्रम आयुक्त	मुख्यालय—खड़गपुर खड़गपुर, पिंगला, माबंग, पारायणगढ़, बेरहारी और मिदनापुर जिले के मिवनापुर उप डिवीजन में बतन सी.डी.पी. ब्लॉक।

(1)	(2)
37. सहायक श्रम आयुक्त	मुख्यालय—कोटाई मिदनापुर जिले के मिदनापुर सदर उप डिवीजन में कोटाई उप डिवी- जन और गोहनपुर सी.डी.पी. ब्लॉक।
38. सहायक श्रम आयुक्त	मुख्यालय—हरभाम मिदनापुर जिले का हरभाम उप डिवीजन।
39. सहायक श्रम आयुक्त	मुख्यालय—षाटल षाटल उप डिवीजन और कस्पुर।
40. सहायक श्रम आयुक्त	मिदनापुर जिले के मिदनापुर सदर उप डिवीजन में सी.डी.पी. ब्लॉक।
41. सहायक श्रम आयुक्त	मुख्यालय—तामलुक मिदनापुर जिले का तामलुक उप डिवीजन (सुतहारा I और II सी.डी.पी. ब्लॉकों को छोड़कर)।
42. सहायक श्रम आयुक्त	मुख्यालय—पुरुलिया बमनाई, ब्रह्मा, बुर्दवान, साडा (I और II) जयपुर पुरुलिया (I और II) बलरामपुर माम्बाजर (I और II) और पुरुलिया जिले के बहाबाजार सी.डी.पी. ब्लॉक।
43. सहायक श्रम आयुक्त	मुख्यालय—रघुनाथपुर हरा, पंच निरुलिया, काशीपुर, संडरी और पुरुलिया जिले के पारा सी.डी. पी. ब्लॉक।
44. सहायक श्रम आयुक्त	मुख्यालय—बंकुरा बंकुरा जिले का सदर उप डिवीजन।
45. सहायक श्रम आयुक्त	मुख्यालय—त्रिणुपुर बंकुरा जिले का त्रिणुपुर उप डिवीजन।
46. सहायक श्रम आयुक्त	मुख्यालय—बुर्दवान बुर्दवान जिले का सदर उप डिवीजन।
47. सहायक श्रम आयुक्त	मुख्यालय—कालना बुर्दवान जिले के कालना और कटवा उप डिवीजन।
48. सहायक श्रम आयुक्त	मुख्यालय—सूरी मी बाजार, सैनधिया, कुबराजपुर, राजनगर, सूरी (I और II) और वीरभूम जिले में सूरी उप डिवीजन में खैरासाल सी.डी.पी. ब्लॉक।
49. सहायक श्रम आयुक्त	मुख्यालय—रामपुर हाट मलहाटी (I और II) मुरारय (I और II) बीरभूम के रामपुर हाट सब डिवीजन सी.डी.पी. ब्लॉक।
50. सहायक श्रम आयुक्त	मुख्यालय—बोलपुर बोलपुर शान्तिनिकेतन, बालपुर नानुर और सूरी उप डिवीजन में हसाम- बाजार सी.डी.पी. ब्लॉक और बीरभूम जिले के रामपुरहाट उप डिवीजन में मयूरेश्वर (I और II) सी.डी.पी. ब्लॉक।
51. सहायक श्रम आयुक्त	मुख्यालय—प्रारामबाग हुगली जिले का प्रारामबाग उप डिवीजन

[सं. एम-61011/1/86-डी-I] (ए)]

शशि सुषण, अवर सचिव

New Delhi, the 29th August, 1986

S.O. 5157.—In exercise of the powers conferred by Section 4 of the Cine-Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981 (50 of 1981), the Central Government hereby appoints the officers of the Government of West Bengal mentioned in column (1) of the Table below, to be conciliation officers for the purposes of the said Act, for the area specified in the corresponding entry in column (2) of the said Table:

TABLE

Designation of the Officer	Area
(1)	(2)
1. Labour Commissioner	All over West Bengal.
2. Additional Labour Commissioner.	All over West Bengal.
3. Jt. Labour Commissioner.	All over West Bengal.
4. Dy. Labour Commissioner.	All over West Bengal.
5. Assistant Labour Commissioner.	Central Calcutta Headquarter Calcutta. Area bounded on the north by Kali Krishna Tagore Street Vivekananda Road & Manicktolla Main Road upto the New Canal on the south by St. George's Road starting from the river Hooghly, Lower Circular Road, Circus Avenue and Dilkhusa Street meeting at Tapsia Road, on the east by Tapsia Road (south), Tapsia Road (North), Tangra Road (south) and New Canal upto the crossing of Manicktolla Main Road and on the West by the river Hooghly.
6. Assistant Labour Commissioner.	Headquarter-South Calcutta H.Q.—Calcutta. The portion of the Calcutta Police area situated to the South of the Southern boundary of the Central Calcutta region and (Sadar and Diamond Harbour Sub-Divisions of the District of 24 Parganas).
7. Assistant Labour Commissioner.	North Calcutta H.Q. Calcutta. The portion of Calcutta Police area situated to the North of the Northern boundary of the Central Calcutta region and (areas of the district of 24 Parganas bounded on the North by Dunlop Bridge at the junction of Dakshineswar Road and Barrackpore Trunk Road under Baranagore (Police Station) on the east by Madhyamgram Colony and on the West by the river Hooghly).
8. (Assistant Labour Commissioner posted at the Head quarter of the Labour Directorate New Sectt. Bldgs., (Calcutta).	H.Q.—Calcutta. The areas covered by the Central Calcutta, South Calcutta and North Calcutta regions as shown in column 2 against serial Nos. 5, 6 and 7 above.

(1)	(2)	(1)	(2)
9. Assistant Labour Commissioner.	H.Q.—Howrah Howrah district excluding Bally Municipal areas.	29. Assistant Labour Commissioner	H.Q.—Lalbag, Lalbag Sub-division of Murshidabad district.
10. Assistant Labour Commissioner.	H.Q.—Serampore. Serampore Sub-division of Hooghly district and Bally Municipal areas of Howrah district.	30. Assistant Labour Commissioner.	H.Q.—Jangipur. Jangipur Sub-division of Murshidabad district.
11. Assistant Labour Commissioner.	H.Q.—Chandernagore Hooghly district excluding Serampore Sub-division.	31. Assistant Labour Commissioner.	H.Q.—Kandi, Kandi Sub-division Murshidabad district.
12. Assistant Labour Commissioner.	Barrackpore 24-Parganas district excluding the areas included in North Calcutta, Central Calcutta and South Calcutta and Kalyani region.	32. Assistant Labour Commissioner.	H.Q.—Englishbazar. Malda district.
13. Assistant Labour Commissioner.	Kalyani Naihati, Halisahar and Kanchrapara Municipal areas of 24 Parganas district and Nadia District.	33. Assistant Labour Commissioner.	H.Q.—Babughat, Babughat Sub-division and Banshari and Kuskumundi. C.D.P. Blocks in the Raiganj Sub-division of West Dinajpur district.
14. Assistant Labour Commissioner.	H.Q.—Asansol. Asansol sub-division of Burdwan district and Purulia district.	34. Assistant Labour Commissioner.	H.Q.—Raiganj. Raiganj Sub-division (Excepting Banshari and Kuskumundi C.D.P. Blocks) and Islampur Sub-division of West Dinajpur District.
15. Assistant Labour Commissioner.	H.Q.—Durgapur. Durgapur Sadar, Kalna and Katwah Sub-divisions of Burdwan district and Bankura and Birbhum district.	35. Assistant Labour Commissioner.	H.Q.—Midnapore Garbota Debra Salvani Midnapore C. D.P.P. Blocks in the Midnapore Sadar Sub-division of Midnapore District.
16. Assistant Labour Commissioner.	H.Q.—Siliguri. Siliguri sub-division of Darjeeling district and Malda and West Dinajpur district.	36. Assistant Labour Commissioner.	H.Q.—Kharagpur Kharagpur, Pingla, Sabang, Narayanganj, Berhari and Danton C.D.P. Blocks in the Midnapore Sadar Sub-division of Midnapore District.
17. Assistant Labour Commissioner	H.Q.—Darjeeling. Kurseang Kalimpong and Sadar Sub-Division of Darjeeling district.	36A. Assistant Labour Commissioner.	H.Q.—Contai, Contai Sub-division and Mohanpur C.D.P. Block in the Midnapore Midnapore Sadar Sub-division of Midnapore District.
18. Assistant Labour Commissioner.	H.Q.—Jalpaiguri. Sadar Sub-Division of Jalpaiguri district.	37. Assistant Labour Commissioner.	H.Q.—Jhargram, Jhargram Sub-division of Midnapore district.
19. Assistant Labour Commissioner.	H.Q.—Birpara. Alipurduar Sub-Division of Jalpaiguri district.	38. Assistant Labour Commissioner.	H.Q.—Chatal, Chatal Sub-Division and Kerhpur.
20. Assistant Labour Commissioner.	H.Q.—Durgachak (Haldia) Midnapur district.	39. Assistant Labour Commissioner.	C.D.P. Block in the Midnapore Sadar Sub-division of Midnapore district.
21. Assistant Labour Commissioner.	H.Q.—Berhampur. Murshidabad district.	40. Assistant Labour Commissioner	H.Q.—Tamluk, Tamluk Sub-division (excepting Sutahata I & II C D P Blocks) of Midnapore district
22. Assistant Labour Commissioner.	H.Q.—Cooch Behar. Cooch Behar district.	41. Assistant Labour Commissioner	H.Q.—Purulia, Bamnai Arsha, bud Bundwan Jhal a (I & II) Jaipur Purulia (I & II) Balaram pore Manbazar (I & II) and Barabazar C D P Block of Purulia district
23. Assistant Labour Commissioner.	H.Q.—Allpore Sadar Sub-division of 24-Parganas district	42. Assistant Labour Commissioner.	H.Q.—Raghunathpur Hura, Pancha Niusla Kashipore, Santuri and Para C.D.P. Blocks of Purulia District.
24. Assistant Labour Commissioner.	H.Q.—Barasat, Barasat Sub-division of 24-Parganas district.	43. Assistant Labour Commissioner.	H.Q.—Bankura Sadar Sub-Division of Bankura District.
25. Assistant Labour Commissioner.	H.Q.—Bongaon, Bongaon Sub-division of 24-Parganas district.	44. Assistant Labour Commissioner.	H.Q.—Bishnupur, Bishrupur Sub-division of Bankura District.
26. Assistant Labour Commissioner.	H.Q.—Diamond Harbour, Diamond Harbour Sub-division. 24-Parganas district.		
27. Assistant Labour Commissioner.	H.Q.—Basirhat, Basirhat Sub-division of 24-Parganas district.		
28. Assistant Labour Commissioner.	H.Q.—Krishnanagore, Krishnanagore Sadar Sub-division of Nadia district.		



1	2	1	2
45. Assistant Labour Commissioner.	H.Q.—Burdwan Sadar Sub-division of Burdwan District.	49. Assistant Labour Commissioner.	H.Q.—Bolpur Bolpur Santiniketan, Lalpur, Nanur and Ilambazar C.D.P. Blocks in the Suri Sub-division and Mayureswar (I & II) C.D.P. Blocks in the Rampurhat Sub-division of Birbhum District.
46. Assistant Labour Commissioner.	H.Q.—Kalna, Kalna and Katwa Sub-divisions of Burdwan District.		
47. Assistant Labour Commissioner.	H.Q.—Suri Mi Bazar Sainthia Dubrajpur Rajnagar Suri (I & II) and Khairasol C.D.P. Blocks in the Suri Sub-division of Birbhum District.	50. Assistant Labour Commissioner.	H.Q.—Arambagh, Arambagh Sub-division of Hooghly District.
48. Assistant Labour Commissioner.	H.Q.—Rampurhat Nalhat (I & II) Muraroi (I & II) C.D.P. Blocks in the Rampurhat Sub-division of Birbhum.		

[No. S-61011/1/86-D.I(A)]

SHASHI BHUSHAN, Under Secy.

